

1900-006 Chancery Causes: Sarah A. Smith & vs. Marerica L. Weatherman &  
Lee Co.

Bailey, Flarary, Skaggs, Miles, Hyatt, Graham, Quinley, Joslyn,  
Wygall

1 Plat

CA Estate Dispute  
T-Property



To Thr Hon.H.A.W.Skeen,Judge of the Circuit Court for Lee county:

Humbly complaining your petitioners,Mrd.Sarah A.Smith,nee Bailey,and Miss Lizzie Bailey,would respectfully represent and show unto your honor that about the year 1891,their father,G.W.S. Bailey departed this life,leaving a small personal estate and a little farm containing about 125 acres,situated west of Jonesville about three miles, and on which he lived at the date of his death He also left as his heirs and lawful distributees,a wife and ~~and~~ six children.Your petitioners are two of the said children,and the others are Clinton S.Bailey,Mary F.Bailey,Kempton S.Bailey and Mattie L.Bailey.His widow,and the mother of your said patitioners is Manervia L. Weatherman,she having intermarried with one Messer Weatherman since the date of our said fathers death.

Your petitioners will furthur represent and show unto your honor that the said Manervia L.Weatherman qualified as the administratrix of the said decedent,G,W,S,Bailey, and as such took charge of all the personal property of the said decedent,and administered thereon, and after paying all the debts of the said estate and the costs of administration,and retaining the share to which she was entitled as distributee there remained in her hands to be transferred to the guardian of the said children,of the said decedent all of whom were at that time infants,the sum of \$490.89,as of Oct.24,1892,as will more fully appear by a copy of the settlement made by the said administratrix before the commissioner of accounts for the county court for Lee County,a copy of which is here filed as part of this bill,and prayed to be taken as part hereof.

Your petitioners will furthur represent and show unto your honor that on the 5th day of Jan.1892,the said Manervia L.Weatherman, in the county court for the county of Lee qualified as the guardian of your said petitioners,and the other said children,añl of whomx were at that time infants,and as such guardian entered into and gave bond before the said court in the sum of \$1500.00,with C .E.Flanary and J.F.Skaggs as herx sureties. A copy of said bond is here filed as part of this billand prayed to be considered



herewith.

Your petitioners will furthur show unto your honor ~~that~~ as such Administratrix, after her qualification as aforesaid, as guardian as aforesaid, the said administratrix transfere~~d~~ from her~~h~~ account as such the sum of \$490.89, as of Oct. 24, 1892, as her account as guardian; and your petitioners allege that they have searched the record and could not find in the settlement of the Accounts of Fiduciaries any record of a settlement of the said Manervia L. Weatherman as guardian aforesaid, but since the institution of this suit, and not before, your petitioners found by accident a file of papers purporting to be the settlement of the said guardian, made before the Commissioner of accounts on the 6th day of June, 1896, which shows a balance in the hands of the said Manervia L. Weatherman of \$345.96, as of October 24, 1895. Your petotioners can not tell wethere or not the said file of papers is the real settlement or not, but they suppose that it is; however that may be your ~~petitioners~~ do not find the same upon the record in the Fiduciary Settlement book, and as the said file of papers has no official note of the clerk of the court that it was filed as the settlement of the said Manervia L. Weatherman, your petitioners do not understand that they can file any certified copy thereof. And they here file~~d~~ the said origilals, neither disputing nor admitting they are the proper settlemnt, and give them to the court only for what they are worth in the settlemnt of this matter between your said petitioners and the said Manervia L. Weatherman. Your petitioners also allege that this is the only settlement made by the said guardian, if this is a settlement, and the said Manervia L. Weatherman has not made her annual settlemnts as your Petitioners are advised it was her duty to do.

Your petitioners furthur allege that they are now of age, having passed the age of 21 years, yet the said Manervia L. Weatherman has not paid your said petitioners the amount that is due them.



The other said children named as aforesaid are now infants under the age of 21 years.

Your petitioners will further represent and show unto your honor that the said Manervia L. Weatherman, upon her motion in the county court for Lee county, Virginia, had laid off and assigned to her dower out of the said real estate, above referred to, being a certain tract of land which their said father had purchased from E. W. Pennington Commissioner, a copy of the deed thereto, being here filed for the consideration of the court. Your petitioners will further represent and show unto your honor that said assignment of dower was reported to the county court for Lee county, and at the October term, 1896, an order entered confirming same, a copy of which said order is here filed as part herof, and a copy of the report will also be filed whenever your petitioners are able to find either the original or a copy from the records, which as yet your petitioners have been unable to do. Your petitioners will further represent and show unto your honor that the remainder of the said land has never been divided between the said children of the said G. W. S. Bailey, and that since the death of the said G. W. S. Bailey the said Manervia L. Weatherman has been in possession of the said lands, using the same for her own benefit and to her own use without making any accounting for the rental value thereof. Your petitioners allege that the rental value of the part not covered by the said dower is worth at the least rating the sum of \$50.00 per annum, which said sum your petitioners are advised should be added annually to the said fund in her hands as guardian arising from the said personal estate. Your petitioners are advised that they have a right to maintain this suit in chancery for the purpose of compelling the said Manervia L. Weatherman to make her settlement as such guardian and to have the said land partitioned between the said children of the said decedent, and to recover whatever sum of money may be found due and owing to



to them upon said settlement being made.

To this end therefore your petitioners pray that the said Manervia L. Weatherman, C. E. Flanary, J. F. Skaggs, Clinton S. Badley, Mary. F. Bailey, Kempton S. Bailey, Mattie L. Bailey be made parties defendant to this beill of complaint, and that they each be required to answer the same but not under oath that being specially waived that a guardian ad litem be appointed to defend the said infants Clinton. S. Mary F. Kempton S. and Mattie L. Bailey, in this suit, that upon a hearing a commissioner be appointed to take, sate and audit the guardianship account of the said Manervia L. Weatherman, and that the said Manervia L. Weatherman be required to make said settlement, that commissioners be appointed to partition the said land, herein before mentiobed between the several heirs at law of the said G. W. S. Bailery deceased, that upon the report of the Commissioner which shall be appointed to make the settlement of the said Manervia L. Wetherman, being made and confirmed, your petitioners be decreed a judgement against the said guardian and her said sureties for the amout to be found to be due and in her hands, that execution be awarded them upo n said judgement and that all other furthur and general relief be granted your petitioner that the nature of their cause may demand and equity may sanction. And they will ever pray &c.

Remington Bros P. Q.



Plaintiffs Costs  
recovered

Clerk 5.770  
Sheriff 1.650  
atty 1.500  
S. A. L. 1.500  
Co clerk 1.60  
Comm in Chy 3.00  
Comm 15.00

\$51.13

Pliffs Costs not recovered

Clerk 7.24  
Co Clerk 4.15  
Comrs 44.00  
Shff 1.50  
\$56.91

Defts Costs Clerk 7.00

Comm in Chy 8.25

Wits 2.50

Sheriff 11.55

Sarah A. Smith et al.

vs. { Bill in Chancery.

Maurice D. Bailey et al.

1899 2nd October rules bill  
filed Spa 2 cents per page  
adult defendants D. N.  
" 1st Nov rules taken the  
last Monday in Oct.  
D. N. Confd. Cause set  
for hearing

E. W. PENNINGTON

ROBT. L. PENNINGTON

Pennington Bros.

ATTORNEYS AT LAW

JONESVILLE AND PENNINGTON GARVA.



To the Honorable H A.W.Skeen, Judge of the Circuit Court for  
Lee County, Virginia:

The joint and separate answer of Clinton S.Bailey, Mary F.  
Bailey, Kempton S.Bailey and Mattie L.Bailey, infants under the age  
of twenty-one years, by L.T.Hyatt, their guardian ad litem, assign-  
ed to defend them in this suit, to a bill of complaint exhibited  
against them and others in said court by Sarah A Smith and Lizzie  
Bailey.

Respondents, reserving to themselves the benefit of all just  
exceptions to the said bill, for answer thereto, or so much thereof  
as they are advised it is necessary they should answer, by their  
said guardian ad litem, answering, say:

That they are infants of tender years, and, by reason of their  
infancy, are incapable of understanding or of taking care of their  
rights and interests. They therefore, by their said guardian ad  
litem, commend themselves and their right and interests to the  
protection of the court, and pray that no decree may be pronounced  
which will tend to their prejudice.

And now having fully answered, the said respondents pray to be  
hence dismissed with their reasonable costs in this behalf expended  
And they will ever pray &c.

L.T.Hyatt, Guardian ad litem for  
Clinton S.Bailey, Mary F.Bailey,  
Kempton S.Bailey and Mattie L.Bailey,  
infants under 21 years of age.

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Virginia, Lee county, to wit:

I, A.B.Munsey, Clerk of the circuit court for said county, do  
certify that L.T.Hyatt, guardian ad litem for Clinton S.Bailey,



Mary F. Bailey Kempton S. Bailey and Mattie L. Bailey, infants, whose answer is above written, this day personally appeared before me in my office, and made oath that the statements contained in the said answer, so far as made from his own knowledge, are true, and so far as made from information derived from other sources, said statements are believed to be true.

Given under my hand this the 28th day of October, 1899.

A. B. Munsey, Clerk



Sarah Smith et al  
vs { In Chancery.  
M. L. Weatherman et  
al —

Answer of Infant  
Defendants by L. L.  
Nyau, their guar-  
dian ad litem.

1899, 2nd Oct rules and  
filed.

A. B. Munsey  
Clerk

G. A. L. fee \$5.00.



Sarah A. Smith et al

v.

Manerwia L. Bailey et al

The separate demurrer & answer of Manerwia L. Weatherman (ne Bailey) to a bill filed against her and others in the Lee Circuit court by Sarah A. Smith & another under the above style -

For demurrer respondent says said bill is not sufficient in law, but if further or other answer be required respondent answering says that the bill correctly states the names & personal relations of the defendants & plaintiffs; the facts with reference to respondent's former & present marriage; to her qualification of as administrator of her former husband's G. W. S. Bailey's estate, & the settlement of her administration accounts, to her qualification as guardian of said infant children, to the bond made by her and to the transfer of the sum of \$490.89 from her account as administrator to her account as guardian as of Oct 24, 1892, she says that she settled her guardianship account on June 6<sup>th</sup> - 1896 before J. A. G. Hyatt, Commissioner of accounts as is set forth in the settlement



1 respondent to & filed<sup>2</sup> with plaintiff's bill.  
2 This settlement was confirmed by an order  
3 of the Lee County Court entered on the  
4 19 day of Aug. 1896, a certified copy of  
5 which is herewith filed as "ex 1" which  
6 respondent prays may read as a part hereof,  
7 and respondent supposed said settlement  
8 had been properly recorded until she  
9 read the plaintiff's bill. She supposes it  
10 was purely an oversight in the part of  
11 the clerk of the county court that it was  
12 not in fact recorded. She charges however,  
13 that said settlement is correct in all par-  
14 ticulars.

15 It is true as alleged in the bill that this is  
16 the only settlement as guardian that respondent  
17 has ever made, but she has at all times  
18 been ready & is now ready to make a further  
19 settlement and she does not resist the prayer  
20 of the bill in this regard, but on the contrary  
21 invites such a proceeding.

\* 22 Respondent will now state certain facts neces-  
23 sary to a proper understanding of this cause.  
24 When respondent married the father of these  
25 plaintiffs in 1875, or shortly thereafter she  
26 inherited from her father's estate about  
27 \$700<sup>00</sup> in money, which money was used



1 by her said husband from that time until  
 2 his death, he always recognizing the fact  
 3 that this money was the equitable separate  
 4 estate of respondent, and he always promised  
 5 during his life-time to secure it to re-  
 6 spondent in case he should die first. He  
 7 added not little, if anything, to this sum  
 8 by means of its natural increment, and died  
 9 without having made the legal & binding  
 10 provision for respondent that he always  
 11 contemplated making, and which in law  
 12 as well as in morals he should have made.

13 Respondent, therefore, at the death of said  
 14 Bailey treated the whole estate as his, &  
 15 she took her distribution share of the per-  
 16 sonal property & had dower assigned to  
 17 her in the real estate as is set out in the  
 18 bill, & she qualified as before stated as his  
 19 administrator & guardian of the children,  
 20 all of whom were infants. It had been  
 21 the purpose of said Bailey at the time  
 22 of his death to build a comfortable dwell-  
 23 ing house for his family on the land  
 24 of which he died seized, which is set  
 25 out in the deed from E. W. Remington Co<sup>rs</sup>,  
 26 to him, filed as an exhibit with the  
 27 bill, & he had made negotiations for con-  
 28 tracts to that end before his death.



4

1 There was practically no dwelling on said  
2 land, and as under the circumstances  
3 this was of necessity the permanent home  
4 of your respondent and said children, your  
5 respondent after taking legal advice on the sub-  
6 ject invested the balance of the guardian-  
7 ship funds in her hands in a neat & comfort-  
8 able, but plain & substantial dwelling house,  
9 which is now on said land. The <sup>house</sup> cost  
10 about \$700<sup>00</sup> and respondent had only  
11 about one half this sum belonging to her  
12 said words & she put into said house  
13 the balance of about \$350<sup>00</sup> of her own  
14 money which she had derived from  
15 the estate of her said husband.

16 In the partition of her dower the com-  
17 missioners took this house into consid-  
18 eration and cut down the amount of land  
19 to be assigned your respondent, until she  
20 got only about 15 acres, whereas she  
21 would have been entitled to more than  
22 twice that much land in the condition  
23 it was in at the time of her said hus-  
24 band's death. The settlement before Hyatt  
25 Com<sup>r</sup> of June '96 shows the investment  
26 of said proceeds in said house, as  
27 will be seen by an inspection thereof.



1 As is shown in said line there was but  
 2 a small estate that descended to them chil-  
 3 dren & the annual income, rents & profits  
 4 did not newly maintain & support them.  
 5 Respondent therefore maintained & supported  
 6 said children largely from her own means  
 7 and contributed a considerable annual  
 8 sum in this way to each of the plaintiffs  
 9 which she is advised she is entitled  
 10 to have them account for on any final  
 11 settlement herein. This maintenance to each  
 12 of the plaintiffs has continued until a short  
 13 time prior to the filing of this suit & it  
 14 still continues as to the infants.

15 Respondent charges that her investment  
 16 of the money of her words in permanent  
 17 improvements in their own lands was  
 18 not only a lawful investment of said  
 19 funds but a most highly judicious  
 20 one, and one that a chancellor will readily  
 21 sanction. She charges that she is not in-  
 22 debted to the plaintiffs, but on the contrary  
 23 that on a final settlement they will be consid-  
 24 erably indebted to her, and for any sums  
 25 that may be found due her on this account  
 26 she asks for judgment against them,  
 27 & prays that this answer be treated as a  
 28 cross-bill in so far as may be necessary,



1 to accomplish that end. The annual  
2 rental value of the land in question  
3 is very little. Perhaps \$2000 per  
4 annum for the land outside of  
5 respondents dower is all it is  
6 worth. In any event respondent ex-  
7 pends for the maintenance & support  
8 of the plaintiffs & her other wards  
9 each for more than these rents &  
10 all other sums for which she is  
11 justly chargeable.

12 Inasmuch as respondent has put  
13 permanent & valuable improvements  
14 in the version belonging to the plain-  
15 tiffs & her present wards she is advising  
16 she has a valid lien in the said  
17 version for the value <sup>of what she put into</sup> of said im-  
18 provements, & she prays that an  
19 account be taken of this amount  
20 & that she be ~~dec~~ given a decree  
21 for said amount & that it be  
22 held to be a lien on said ver-  
23 sion, or that said amount be held  
24 to be a valid offset against any  
25 amounts that may be found  
26 due to any of the said wards.  
27 Respondent is advised that the



128 plaintiffs have the right to a partition  
2 of their portion of said land,  
3 she does not resist this, but  
4 prays that it be made in such  
5 way as not to do injustice to  
6 her infant words or to her  
7 own dower right -

8 and having answered as fully  
9 as she is advised it is material  
10 she should answer, respondent  
11 prays the case dismissed with  
12 her proper costs &c

Orr & Irvine  
for Resp't.

This answer is accepted to for the following reasons:-  
Beginning at line 22. on page 2 to line 12 inclusive  
all page 3, the said answer if true is no defense because  
said fund if derived when reduced to possession  
at that time became the absolute money of the  
husband; from line 14 on page 3 the to down  
to line 26 on page 4 constitutes no valid defense  
except in so far as it makes allegations that  
the defendant waived not upon an accounting  
be indebted to plaintiffs.

Received this 1st day of May. 1881



Virginia.

At a County Court continued and held for Lee County at the Court-house thereof on Wednesday August 19<sup>th</sup>, 1896. Present same Honorable Judge as on yesterday.

Minerva L. Weatherman Guardian for minor heirs of G. W. S. Bailey deceased this day produced to the Court, a settlement and report of her Guardianship account, made by J. A. G. Hyatt Commissioner of Accounts for Lee County, which settlement and report having been filed in the Office of the Clerk of this Court the time required by law and accepted to, seen and inspected by the Court, is confirmed and ordered to be recorded.

A Copy, Teste: B. M. Morgan Clerk.



Mrs. Myer L -  
Weatherman -  
Copy of Order.

Ex 1

Q. 20cts.



Sarah A. Smith Chal

vs      { answer of  
         { Manum L. Bailey

Manum L. Bailey Chal

Filed in open Court  
and by leave thereof  
Nov 18<sup>th</sup> 1899  
A. B. Munsey Clerk



Sarah A. Smith vs Comptons

vs. In Chancery

Maurice R. Nathanson vs Defendants

This Court came on this day to be heard upon the ~~trial~~ papers formerly read therein, the report of Special Court A. M. Gaines filed herein on the 1<sup>st</sup> day of Sept 1900 & the report of D. M. Carnice, Alex Clifton and W. R. Snodgrass, filed in this Court on the 27<sup>th</sup> day of Oct 1900, & was argued by counsel; On consideration of all which it is adjudged ordered & decreed that said report of said Special Court A. M. Gaines be & the same is hereby confirmed, & the said Plaintiff Sarah A. Smith will recover of the said defendant — Maurice R. Nathanson & his surety L. E. Flonny & J. F. Stoggs the sum of \$13.02 as of Oct. 24, 1900 for which execution may issue, as well as the costs of this suit — excepting the costs of the Courts. for the partition of the land by them which will be paid by the heirs or law of G. W. S. Bailey; That is Sarah A. Smith shall pay  $\frac{1}{6}$  of the costs thereof, Lizzie Bailey shall pay  $\frac{1}{6}$  of the costs thereof, Mary F. Bailey shall



1/6 the costs thereof, C. S. Bailey will  
pay 1/6 of the costs thereof, Mattie  
L. Bailey will pay 1/6 the cost thereof  
& K. S. Bailey will pay 1/6 the costs  
thereof. And it is further adjudged  
ordered and decreed that Maurice  
L. Hutchinson take & hold for her life  
the lot laid off and assigned to  
her as her dower & that George  
A. Smith, Riggie Bailey, C. S. Bailey  
Mattie L. Bailey, Mary F. Bailey & K.  
S. Bailey take & hold the several lots  
laid off and assigned to them  
by said Court. And the Clerk of  
this Court will transmit to the  
Clerk of the County Court the  
said Report & Plot of L. M. Carville  
for recordation. And this Court is  
stricken from the docket.







Sarah A. Smith vs. Comptroller  
vs. In Chancery

Mourner R. Weathermon vs. Defendant.

This cause came on this day  
to be heard upon the papers formally  
read therein & the depositions of  
witnesses & was argued by counsel,  
on consideration of all which & for  
reasons appearing to the court, it  
is adjudged ordered & decreed that  
A. M. Davis, who is hereby  
appointed a special Commissioner will  
after giving the Atty for the parties 5  
or more days notice of the time & place  
& place of sale will proceed to settle  
the guardianship accounts of Mourner  
R. Weathermon, taking as a basis  
the settlement filed with her answer  
in this cause & first giving her  
credit for \$345.96, the amount which  
she invested in the house in question  
& from the date of the said settlement up to  
the date of settlement charge her with  
\$20<sup>00</sup> per annum rent for the use & interest  
of her words with interest ~~the~~ according  
to the rules of interest before word  
& guardian, & also give said  
guardian credit for all just  
disbursements that she has & more for



each of her said words And the  
said Court will require the said  
Mamie A. Hawthorne to appear  
before him & make her statement  
as heretofore directed.

And it is further adjudged  
ordered & decreed that L. M. Carmichael,  
W. B. Sanderson, Alex. Helton who  
are hereby appointed special commissioners  
for the purpose will go upon the  
lands in question & first lay off  
to the children of G. H. S. Bailey dec'd  
land to the cash value of \$345.96, then  
lay off of the remainder of the lands  
in rental value one third of such remainder  
to Mamie A. Hawthorne, so as to  
include the house <sup>on the same</sup> which she built  
not taking the rental value of the house  
she built <sup>on the same</sup> into account. Then the  
2/3 of the land left after such assign-  
ment with the \$345.96. worth of said  
lands they the said commissioners  
will equally partition between the  
said children of said G. H. S. Bailey  
dec'd, to wit Sarah A. Smith, Riggie  
Bailey, O. S. Bailey, N. S. Bailey, Mary F. Bailey  
& Mattie A. Bailey. And the said Court  
will report their action to the next



Term of the Court, & this term is  
continued.



Sarah A. Smith  
20.  $\frac{3}{4}$  Dec  
Monmouth N. J. Thetford

En- on C. O. B. No 6  
p 402 -

Each this  
June of 1900  
H. C. W. Stuen



Sarah A. Smith et al

vs

Minerva L. Heatherman et al

} Ex Chan.

This cause came on this day to be heard upon the bill of the complainants, and exhibits filed therewith, the answer of Clinton S. Bailey, Mary F. Bailey, Hampton S. Bailey, and Mattie L. Bailey infants by L. J. Hyatt their guardian ad litem and the separate answer <sup>cross-bill</sup> of Minerva L. Heatherman and exhibits filed therewith and the exceptions to said answer and demurrer to said cross-bill and was argued by counsel: On consideration of all which the exceptions to said answer is ~~overruled~~, and the demurrer to said cross-bill is sustained in so far as it seeks to have judgment over against any of Minerva L. Heatherman's wards on account of her expenditures for them, and this cause is sustained.



Sarah A. Smith

vs. J. Deane

Manerous L. Heathman & Co.

Entered on 14th O.B.

No 6 Page 37253

Enter this  
March, 14<sup>th</sup> 1900.

A. W. S. W.



Sarah A. Smith, et al, Complainant,

Vs. In Chancery,

Manervia L. Weatherman, et al, Defendants.

This cause came on this day to be heard upon the bill of the complainants and the exhibits filed therewith, and the answer of Manervia L. Weatherman, and exhibits filed therewith, and exceptions *and the answer of R. P. Hyatt Guardian ad litem for the Infant Defendants filed & ex* filed therewith, and was argued by counsel, upon consideration of all which and for reasons appearing to the court, and it appearing that C. E. Flanary and J. F. Skaggs have been duly served with process and they failing to appear plead or answer, the said bill as to them is taken for confessed, and the court desiring time to consider said exceptions to said answer, they are passed, ~~and~~

~~and is continued~~, And J. H. G. Hyatt who is hereby appointed a special comm. will take the stock & audit the guardian ship account of the said Manervia L. Weatherman & report ~~his action with the next term of this court~~

He shall hear evidence and report in the alternative, ~~the report~~ basing one report upon the coming in of the plain exceptions to the said answer and the other upon the said exceptions being sustained. He shall reduce the evidence to writing & return it with his report, & before acting he shall give at least ten days written notice to the parties herein or their attorneys and this cause is continued



Sarah A. Smith et al

vs. } Deane

M. R. Williamson et al

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Entered on Chy O. B. No 1  
P. 345.

Filed this Nov 18  
1899

14 a w Shuman



MINERVA L. WEATHERMAN ET AL.

)  
)  
) = IN CHANCERY.  
)  
)

The deposition of Minerva L. Weatherman taken before me, A.M. Goins, Special Commissioner in the above styled cause, pursuant to notice herewith filed marked "N", at my office in the town of Jonesville, on the 27th day of July, 1900, the time and place designated in said notice, to be considered by me in the determination of the questions pending before me as said Special Commissioner.

JULY 27, 1900.

Present: J.W.Orr, attorney for Minerva L.Weatherman.

" R.L.Pennington, attorney for Sarah A.Smith et al.



Minerva L. Weatherman, a witness of lawful age, and the principal defendant in this cause, being first duly sworn deposes and says:

Ques. 1. Please state the date of the births of each of your children mentioned in this cause?

Ans. 1. Sarah A. was born Feb. 27, 1877; Lizzie, Aug. 21, 1878; Clinton S., Oct. 30, 1880; Mary F., Jan. 3, 1883; Kempton S., June 9, 1885; and Mattie L, March 13, 1888.

Ques. 2. State whether or not you have paid the taxes on the land belonging to yourself and children for the years including 1895 upto and including the year 1900?

Ans. 2. I paid the taxes on said land for all the years except the years 1899 and 1900, and I consider it my duty to pay the taxes for said two years, and will do so. I have none of the tickets now in my possession--two of the tickets, 1897 and 1898, are filed in the proceedings in this cause, and the two for 1895 and 1896, I think I gave to J.A.G. Hyatt, commissioner of accounts, before the institution of this suit, when he was expecting to make a further settlement of my guardianship account. The tickets for the years 1899 and 1900 are not yet paid, but I consider I am bound for them.

And further this deponent saith not.

*M. L. Weatherman*  
.....

STATE OF VIRGINIA, County of Lee, to-wit:

I, A.M. Goins, Special Commissioner in the above styled cause, do hereby certify that the foregoing deposition was duly taken under oath after notice, and subscribed before me, and at the time and place as above mentioned.

Given under my hand, this July 27, 1900.

*A. M. Goins*  
.....

Special Commissioner.

+++++



+++++

Special Commissioner.

.....

Given under my hand, this 21<sup>st</sup> July 82, 1880.  
place as above mentioned.

and after notice, and subscribed before me, and at the time and  
do hereby certify that the foregoing deposition was duly taken under

I, A.M. Coles, Special Commissioner in the above styled cause.

STATE OF VIRGINIA, County of Lee, ss: So-wit:

.....

And further this deponent saith not.

1889 and 1890 are not yet paid, but I consider I am bound for them.  
settlement of my Guardianship account. The tickets for the years  
institution of this suit, when he was expecting to make a further  
think I gave to J.A.G. Hyatt, Commissioner of accounts, before the  
the proceedings in this cause, and the two for 1889 and 1890. I

in my possession--two of the tickets, 1889 and 1890, are filed in

for said two years, and will do so. I have none of the tickets now

the years 1889 and 1890, and I consider it my duty to pay the taxes

Ans: I paid the taxes on said land for all the years except

this and including the year 1890?

I am desirous to know myself, and children for the years including 1889

and 1890. I state whether or not you have paid the taxes on the

Ans: I state whether or not you have paid the taxes on the

Ans: I state whether or not you have paid the taxes on the

Ans: I state whether or not you have paid the taxes on the

children mentioned in this cause?

Ans: I. Please state the date of the births of each of your

sons:

child defendant in this cause, being first duly sworn deposed and

Minerva D. Weatherman, a witness of lawful age, and the first-



The deposition of John Miles taken at the Clerk's Office of the Circuit Court for Lee County Virginia by Consent of parties on the 30th day of May 1900, as evidence on behalf of Minerva L. Weatherman in a Chancery suit against her and others by Sarah A. Smith and others in said Court. Present R. L. Pennington of Counsel for Plaintiffs and James W. Orr for said defendant.

John Miles a witness of lawful age being duly sworn deposes and says.

Ques 1 Are you acquainted with the parties to this <sup>suit</sup> and with the farm owned by G. W. S. Bailey at the time of his death?

Ans I am acquainted with the parties to this suit, and with the farm referred to.

Ques 2 Did you ever rent any portion of said farm, and if so what part, and from whom did you rent?

Ans I did rent a portion of said farm, that is the house and lot on the North-West Corner of said farm for the year 1895, and I rented from Mrs Minerva L. Weatherman.

Ques 3 What rent did you pay for said house and lot?

Ans I paid \$12.00 money rent.

Ques 4 Was the amount paid by you a reasonably fair rent.



Ans

It was, there was about 4 acres inclosed around the house, but perhaps about  $1\frac{1}{2}$  acre not cleared, and a cabin house to live in.

And further this deponent, saith not  
John <sup>his</sup> X Miles  
mark

The foregoing deposition of John Miles was taken subscribed and sworn to before me ~~at~~ the time and place and for the purposes in the Caption mentioned.  
Given under my hand this the 30<sup>th</sup> day of May 1900.

A.B. Munsey Comm in  
Chancery for Lee Co Va



Minerva L. Weatherman  
also Depositions

Sarah A. Smith et al

Taken before me as  
Clerk in Chey and  
filed May 30<sup>th</sup> 1900

A. B. Munsey Clerk

Court 78<sup>c</sup>  
John Miles 50  
\$1.25



The Deposition of Sarah A. Smith and others taken before me ~~Atty~~  
L.T. Hyatt  
~~MANER~~, ~~et al~~ commissioner in chancery of the circuit court for  
Lee county on the 18th day of May, 1900, to be read as evidence on the  
behalf of the plaintiffs in a certain suit in chancery pending in the  
circuit court for Lee County, wherein Sarah A. Smith and others are  
plaintiffs and Manervia L. Weatherman et al, are defendants, pursuant to  
notice hereto attached.

Present,

R.L. Pennington, for Plaintiffs,

J.W. Orr, for addult defendants, and

L.T. Hyatt, G.A.L. for infant defendants.

Sarah A. Smith, a witness of lawful age being duly sworn deposes and says:

Ques. 1. How long after your father died did you remain at home with  
your mother?

Ans. I think it was seventeen months.

Ques. 2. How long after your father died was it that ~~the~~ the construction  
of the new house was begun.

Ans. About four months.

Ques. 3. How long was it untill the house was completed ready to live  
in.

Ans. I do not remember, but it was completed in the summer  
after it was begun in the spring.

Ques. 4. Ques, How long after the new house was ~~ixix~~ built was  
it that you remained at home?

Ans. I remained at home about six months and one half, when  
I was married to Mr. Wynn, and I then lived away from home.

Ques. 5. Do you know any thing of the value of real estate, and its  
re tal value?

Answer.- I think I have some idea of the rental value of land.

Ques. 5.- What do you think qwould be a fair cash rental value for the  
farm that your father owned when he died?

Ans.-- \$30.00 or \$35.00 a year, \$30.00 anyway.

Ques. 6.: Have you examined the settlement of your mother as your  
Guardian made before Maj. Hyatt and filed in this cause?

Ans.-- Yes, I have examined it.



Ques.7.-- In the first year's statement of the account I see charged to You \$32.09, and by reference to voucher No.7, I see different articles and charges that go to make up the amount. I hand you this account or voucher and ask that you examine same and state whether or not all the articles there charged should be charged?

Ans.-- Excepted to because the bill does not seek to surcharge and falsify the said ~~of the~~ guardianship account.

James W.Orr, for Mrs Weatherman.

Ans.-- The first article I see charged is ten yards of dress goods \$5.00, and my recollection is that I only got eight yards at 50 cents per yard. I also see on the same voucher ten yards of bleech for me. This was not gotten for me it was for my sister and mother or for my mother only I believe it was.

Ques.8.- I hand you another account or statement credited in the account of Mrs.Weatherman, and charged to all of her wards. I will ask you to examine same and state whether or not there are any items in this account which were gotten for anyone else other than you or your sisters and brothers?

Obj. Object <sup>to</sup> for same reasons as last questions above.

J.W.Orr, atty for deft.

Ans.- I see this account is made off by J.O.Gibson & Co., against Mrs.G.W.S.Bailey, my mother and I see that the articles charged were gotten while we were going to school in Jainesville and living in Capt.Joslyn's house. I see some articles which I don't think ought to have been charged to us children. I see an order to bearer \$12.00, an order to H.G.Fleenor, order of Bishop Quinley, an order of Monte Fleenor, order of Alex.Litton \$5.00; Bishop Quinley \$5.00; Robert & Bishop Quinley \$30.00; clover seed \$8.00, clover seed \$4.00; timothy seed 30; Robert Quinley \$15.00; Bishop Quinley \$3.00; order to beare \$4.00; order to Bishop Quinley \$5.00; order to Bishop Quinley \$2.00; Robert Quinley \$8.00; order to Bick.Fleenor \$3.00; eight gallons of paint \$10.00; two gallons of paint \$2.50;



3.

order to Bishop Quinley \$3.00; order to bearer \$2.90; all of which amounts I think were paid toward the building of the new house.

The foregoing answer is further excepted to because the items mentioned by the witness, and perhaps contained in voucher No.2 are not in fact credited to the guardian in said settlement. See credit No.2 in said settlement.

James W.Orr, for deft, Mrs. Weather

Ques. 9. At the time that your father died, was there a house on this farm in which you and your brothers and sisters and your mother could have comfortably lived?

Ans.-- There was a house built of hewn logs, two rooms down stairs and one up stairs in which we all might have comfortably, but not luxuriously, lived.

Ques. 10. How long had your father owned this place and lived in these old houses prior to the date of his death?

Ans.-- My recollection is that we moved into the old houses soon after my father bought it. And we all lived on the house during the winters that ensued very comfortably.

Ques. 11. How long have you been of age?

Ans.-- I was 21 two years ago the 20th of last February.

Ques. 12. Since you have arrived of age, have you been receiving any rents for your part of the land or in any way using your part of it?

Ans.-- I have not received anything or used the land in any way.

Ques. 13. Since you were first married on March 2nd 1893, have you received any payments in money or otherwise from your mother as your guardian either for rents or a disbursement out of the guardianship fund?

Obj.-- Excepted to in so far as the same seeks to contradict the guardianship settlement.

Orr p.d.

Ans.-- I have not received anything.



Cross-Examination.

Ques.1. You state in your examination in chief that you think the re of the farm would be wourth at least \$30.00 perannum? Do you i clude in this estimate the dwelling house?

Ans.- I di not mean to include the house; I was speaking of the farm only.

Ques.2. Was not the old house, when y ur father moved into it, very mush out of repair and in a dilapidated condition?

xxQandAn It was not repaired anything that I know before we lived in it. It was about like it is now, only it has since been used as a barn. I do not think it was dangerous. There have been houses lived in in worse shape than it was. We could have made out very well with the house that was there.

Ques.4. Did you not request your mother to build a new house before the same was built and after the death of your father in order that you all might have a comfortable place to live?

Objected to because immaterial

R.L.Pennington for plffs.

Ans.- She asked us about the money, if we were willing for her to build it. We told her we were and she was to put in her part and we were all to live together. But soon afterwards she married again and that brought in another family.

Ques.-- Who married first. you or your mother?

Ans.-- My mother. I was married in March after she was married in October.

Question and answer objected to as immaterial.

Ques.-- When did you move to the state of Texas? When did you start and when were you 21 years of age?

Ans.-- I started to Texas the 22nd day of February, 1898 and was 21 on the 27th of same month.

Ques.-- Did not you and your first husband, Mr. Wynn, come to Jonesville on one occasion some time after the new house had been built for the purpose of having receipt in full



written to your mother against any claim of yours against her as your guardian, and did you not on that occasio apply to an attorney to have such paper written?

Ques.--

This quest on is objected to because immaterial.

R.L.Pennington, atty.

Ans.--

I have no recollection of so doing.

Ques.--

Did you not have a receipt of that king prepared a short time before you started to the State of Texas, and inform you mother that you would sign it but for the fact that you were not quite 21 years of age, and did you not tak the receipt with you, telling your mother that you would sign it as soon as you were 21 years of age and return it o her

The foregoing question objected to because immaterial.

R.L.Pennington, p.q.

Ans.--

Mr.Flanary and mother had a receipt, and asked me to sign it. I carried it to Texas with me, but I never said that I would sign it.

Ques.--

Why did you c rry the receipt to Texas if you did not i tend to sign it?

Ans.--

Just to satisfy them and keep them from thinking hard of me; they have been trying to get me to sign it for 4 or 5 or may be 6 years.

Ques.--

Did you not ask Mr.C.E.Flanary to prepare the receipt that you took to Texas with you on the porch at Mr.J.C,Wynn's store the day that you were married the last time or the nex day

and tell him that you would sign it?

Ans.--

No, I did not ask him to write the receipt, or tell him that I would sign it. I remember meeting Mr.Flanary there; I told him I did not know what I would do about the matter as I was having ome trouble all around.

Ques.--

Did you not write your mother from Texas some time after you arrived there that you would never hurst her financially nor



claim anything off of her, or words to that effect.

Objected to because if any such writing existed it was evidence in chief, and the letter itself should have been produced to show exactly what the correspondence was.

R.P.P nnington. p.q.

QAns. I can't say as to the correspondence, I don't have any recollection of what I wrote to her.

Ques'--- Was not the new house completed in June 1892, and you lived with your mother until March 2nd 1893?

Ans.-- The house was completed in the summer of 1892, but I don't know what time.

Ques.-- Are you sure that the 10 yards of bleach was not bought for you, but for your mother or sister? And do you remember for

Ans.-- what purpose it was used?

Ans.-- I am sure it was for my mother, and I do remember for what purpose it was used.

And further this deponent saith not.

S. A. Smith

A.R.Hyatt, another witness of lawful age, being duly sworn, deposes as follows:

Ques.I. State whether or not you are acquainted with the land of which G.W.S.Bailey died seized?

Ans.-- I am.

Ques.-- Are you a farmer and do you know anything of the rental value of real estate?

Ans.-- I am a farmer, and I think I know something about what ought to be the rental value of land.

Ques.-- What would you consider a fair cash rent for said farm

Ans.-- I think \$35.00 for the entire place.

Ques.-- Since the death of Mr.Bailey has the farm in question been kept in repair?

Ans.-- I can't say that it was in as good condition as it was when



he died. There was a sedge field that has been broken up and has not re-set, and it has been milleted some.

Ques.-- At the time that Mr. Bailey died was there a house upon this land in which the family which Mr. Bailey left could have comfortably lived?

Ans.-- I think the house was in about in proportion to the farm. The front part of the house was pretty old and somewhat dilapidated, but the "L" or back part was good. They could have lived in said old house.

Ques.-- Would you consider it a wise and judicious investment to have constructed a \$700 or \$800 house upon a farm of this character?

Ans.-- I would not so consider it on that kind of a farm. I would not have built such a house on such a farm.

Ques.-- Could not the old house that was on the property have been put in a very reasonable living condition by the expenditure of \$25.00 to \$50.00, and have made a building suitable to the farm?

Ans.-- No, my idea would be that it would require something like \$100.00 to have torn down the old front house and built two rooms in its place with the "L" that was already there, using the old chimneys which were good, and making use of old lumber. This would have made a comfortable house for them to live in.

#### Cross-examination.

Ques.-- If I understand you, you think that Mr. Bailey and his family could have lived in the old building by tearing away the old front house and putting a new one in its place, of two rooms. Is this correct?

Ans.-- That is correct.

Ques.-- You say you think this could have been done at a cost of \$100.00? What kind of house can you build with two rooms at an expenditure of that sum?

Ans.-- A boxed house with two rooms, ceiled, built to the old chim-



neys. I mean to build a house to correspond with the farm.

I did not mean two nice rooms could be built for t at money.

Ques.-- Was the old front building one story high or two stories?

Ans.-- I thin it was over a story high; it had a "loft" in it, but was not full two stories high.

Ques. What was the condition of the chimneys to the old front house

Ans.-- My best recollection is that it was i tolerably good condit  
tion. I think the house was leaning away from the chimney  
and that the ~~xxxxxx~~ chimney itself was about straight.

Ans.--

And further witness saith not.

A. R. Ryan

C.S.Bailey, another witness of lawful age, being first  
duly sworn, deposes as follows:

Ques.-- Do you remember the old house in which your father and his  
family lived at the time of h~~is~~ death?

Ans.-- I do.

Ques. Was it such a house in which your mother, yourself and broth  
ers and sisters could have lived comfortably?

Ans.-- I think it was. There were two log buildings; one of them  
was not so good but the other was as good a log building as  
I know of in the country. It will be there when the other  
one, I mean the new ne, is gone.

Ques.-- Do you remember the conditon of the farm at the time of your  
father's death; if so, and you know anything of the value of  
real estate, what do you think would be a fairm cash rental  
value for this land?

Ans.-- There was a lot out there on the corner of the place that wa  
rented several years for \$25.00 a year. There is something  
like fifty acres or a little the rise of cleared land on the  
place. There was a filed there that was plowed up the  
next year after my father's death to put in corn and  
it made good crop, I do not know just how much, but it made  
more that year than when I tended it about five years ago an  
made ~~xxxxxx~~ 150 bushels. I do not doubt but that it cou



could have been rented for \$50.00 a year at my father's death but now it has been run down a good deal and I think about \$35.00 would be its annual rental value.

Ques.-- Cross-examination.

Are you one of the parties to this suit?

Ans.-- I am.

Ques.-- You say that there was a lot that was rented for several year sat \$25.00 a year. What years were these and who rented it?

Ans.-- Mother rented it to John Miles once and to Hugh Smallwood once. It was to be paid in work or money. I remember once when John Miles sold his cow that he paid \$15.00 in cash on the rent, and he had done some work before that. Mrs. Love lived there, but I think she paid a part of the crop as rent. I do not remember whether Miles or Smallwood occupied the place more than one year each.

And further witness saith not.

C. S. Bailey

Virginia, Lee county, to-wit:

I, L.T. Hyatt, a commissioner in chancery for the circuit court for said county, do certify that the foregoing depositions of S.A. Smith, A.R. Hyatt, and C.S. Bailey were duly taken subscribed and sworn to before me in my county aforesaid, at the time and place and for the purposes therein mentioned. Given under my hand this 18th day of May 1900.

L. T. Hyatt, Comm.



I have of my. Given under the hand this 18th day of May 1880.  
 Elizabeth, of the first and second and for the same reason  
 with being subscribed and sworn to before me in my capacity  
 of a Justice of the Peace, A. H. Smith, A. H. Smith, and C. S. Smith, who  
 will serve for my county. do certify that the foregoing  
 is, A. H. Smith, a citizen of the State of New York for the year  
 1880, and for the year 1881, so-wit:

And I hereby certify that

Sarah A. Smith et  
 al  
 vs. Leves  
 Minerva L. Weather  
 et al  
 Filed May 18<sup>th</sup> 1880.  
 A. B. Minsey Clerk

Court. \$3.00

35.00 would be the annual rental value.  
 but now it has been run down a good deal and I think about  
 could have been rented for \$50.00 a year at my father's death



To Sarah A. Smith & Lizzie Bailey.

You will please take notice  
that on the 7th day of May 1900, at  
the law office of Orr & Irvine in the  
town of Farneshville Va. I will proceed  
to take the depositions of Newton Nyeal  
& others, which depositions are intended  
to be read as evidence in my behalf in  
a certain suit in chancery pending in  
the Circuit Court of Lee County Va. in  
which you are plaintiffs and I and  
others are defendants. And if from any  
cause the taking of the said depositions  
be not commenced on that day, or if  
commenced be not completed on that day  
the taking of the same will be adjourned  
from day to day and from place to place  
until completed.

May 3rd 1900.

Respectfully,

Minerva L. Weatherman  
By Counsel.



Minerva L. Weatherman

vs. Notice

Sarah A. Smith et als.

May 7th 1900.

We accept legal  
Service of the within  
notice. May 4/1900.

L. F. Hyatt, Guardian  
ad litem for in-  
fants.

Minutou Press.

Atty for Plffs.



The depositions of C.M.Graham, B.M. Morgan, J.B. Quinley,  
H.C. Joslyn, Newton Wygol, Minerva Weatherman, taken pursuant to a notice hereto attached, which are intended to be read as evidence on behalf of Minerva L. Weatherman in a certain suit in chancery pending in the Circuit Court of Lee County Virginia in which Sarah A. Smith and others are plaintiffs and the said Minerva L. Weatherman and others are defendants.

Present James W. Orr counsel for the said Minerva L. Weatherman, and the said Minerva L. Weatherman in her own proper person; and F.L. Pennington of counsel for the plaintiffs; and L.T. Hyatt Guardian ad litem for the infant defendants.

The said C.M. Graham a witness of lawful age being first duly sworn, deposes and says,

Q.1.-- What is your age, occupation, and where do you reside?

A.-- Age 33 years, occupation farming and stock raising, reside about four miles west of Jonesville,

Q.2.-- Were you acquainted with the farm owned by G.W.S. Bailey deceased and on which he resided at the time of his death, and if so how long have you known it and how far do you live from said farm?

A.-- I am acquainted with said farm, have been for eleven years; ~~xxx~~ and during that time have lived in a mile and a quarter of said farm.

Q.3.-- Were you one of the Commissioners that laid off and assigned dower to the defendant Minerva L. Weatherman as widow of the said Bailey in the said real estate?

Obj.-- The foregoing question and any answer thereto is objected to because the defendant has not yet shown that there has been any legal assignment of dower made to her as provided for by the laws of the state of Virginia.

Pennington Bros. for Plffs.

XX

The defendant here introduces B.M. Morgan a witness of lawful age being first duly sworn deposes and says,

Q.1.-- Are you the Clerk of the County Court for Lee County Virginia, and as such custodian of the papers and records belonging to said ~~office~~ office?



A.-- I am.

Q.2.-- Have you as such Clerk examined the records of your office for a Report by C.C.Elliott, H.C.Joslyn and C.M.Graham Commissioners assigning dower to Minerva Weatherman as widow of G.W.S.Pailey deceased in the real estate of which he died ~~ceased~~ and possessed and if so have you found such report?

A.-- I have examined the record to some extent for said report but have not found it.

Q.3--- Have you found the orders made by the County Court appointing said Commissioners, and confirming their report of the assignment of dower to Minerva Weatherman, and if so will you please file copies of said orders with your deposition marked "Copies of orders"?

A.-- I have found said orders on record and here file copies of them as requested marked "Copies of Orders".

And further this deponent saith not.

*Net. \$50*

*B. M. Morgan Clerk*

The said C.M.Graham being now re-introduced deposes as follows:

Q.4.-- Please answer question number <sup>3</sup> propounded to you above

Obj.-- The foregoing question or any answer thereto is objected to because the orders filed with the deposition of B.M.Morgan from the office of the Clerk of the County Court shows that Commissioners were assigned or appointed by the County Court of Lee County upon the motion of the ~~Defendant~~ Minerva L.Weatherman and such an assignement made under her motion would be void because the law does not provide for appointment of Commissioner upon the motion of the widow but provides that if dower is assigned by order of County Court or confirmed thereby such assignement or confirmation must be made upon a motion of the heirs, devisees or alienees of the deceased or alienees of the heirs or devisees, and such an assignement would therefore be no assignment at all (See Section 2275 as amended C.V. 1887.

Pennington Bros. for Plffs.

The-defendant here recognizes the force of the above objection and accepts the situation gracefully. J.W. Orr for Deft.



Q.5.-- What do you consider a fair cash rental value of the farm owned by G.W.S. Bailey deceased, at the time of his death, outside of and not including the dwelling house built by Minerva L. Weatherman?

A.-- The farm is very much worn and thin, and I could not put the rental value at more than \$15.00 or \$20.00.

Q.6.-- Were you acquainted with the old dwelling house on said land, and in which the said Bailey lived for a while before his death, and if so please state what kind of a house it was and its condition at the time said Bailey died.

A.-- Yes, I was acquainted with it. It was a log house, and in a very delapidated condition, and I don't consider that it was a safe house in which to live, looked like it might fall down.

Q.7.-- Are you acquainted with the new dwelling house erected on said land by Mrs. Weatherman after the death of her said husband, and if so please state what kind of a house it is and how constructed &c.?

A.-- I am acquainted with it. It is a two story frame building, 34 feet long and 16 feet in width, an 8 foot hall way, good stone foundation, two good brick chimneys, porch in front, box kitchen, with a ~~xxx~~ porch, front house ceiled and weatherboarded, with the second story without a hall way but partitions. I do not remember whether there are fire-places up-stairs or not. The house is painted on the outside. It is put up in reasonably workman-like manner.

Q.8.-- Are there any out buildings or other improvements?

A.-- There ~~xxx~~ is a smoke house about 14 feet square, ~~xx~~

Q.9.-- Is there a young orchard put out by Mrs. Weatherman and if so about how many trees?

Obj.-- The foregoing question is objected to because immaterial and not mentioned in the pleadings.

Pennington Bros. For Plffs.

A.-- I don't know who put the orchard there but part of it has been put there since M. Bailey's death. I suppose about something like 50 trees have been put there since Mr. Bailey's death. A good many of them look like they ought to be old enough to begin to bear.

Q.10.-- What do you consider was the fair cash value of the new dwel-



ling house and kitchen spoken of by you at the time of their erection?

A.-- I would have to put it at about \$700.00.

Q.11.-- What would you think the reasonable cash value of the smoke house and that part of the orchard put out since Mr. Bailey's death?

Obj.-- The foregoing question is objected to because the answer and pleadings only make an issue as to the dwelling house and not as to any other improvements.

Pennington Bros.

A.-- I would suppose about \$45.00.

Q.12.-- State whether or not you every heard G.W.S. Bailey in his life time say anything about his intention to build a new dwelling house on said farm, and if so what he said?

A.-- I am not positive, but the impression on my mind is that he spoke of going to build a house. On one occasion when we were riding along the road where he had been cleaning up some of his land, I said something about his cleaning up and the impression now on my mind is that he said something <sup>about</sup> that he intended building a house, any how that is the impression it made on my mind.

Obj!-- Objected to because immaterial.

Pennington Bros.

Q.13.-- State whether or not, in your opinion, the erection of the dwelling house, kitchen and other improvements by Mrs. Weatherman and the expenditure of the personal estate of her children and wards in the said building was a prudent and judicious investment for the benefit of said estate?

Obj.-- The foregoing question is objected to because the funds of the wards cannot be changed from personal property to real estate without the consent and direction of the Court.

Pennington Bros.

A.-- I think it was.

Q.14.-- Who has used and occupied the new dwelling house since its ~~er~~ erection by Mrs. Weatherman?

A.-- <sup>Mrs.</sup> Mrs. Weatherman and their children and part of the time the children of her and Mr. Bailey.

Q.15.-- Are some of the children of Mr. Bailey and Mrs. Weatherman still living at said house with their mother?



A.-- They have been there, at least some of them, all the time, but for the last month or two I have not observed any of them there.

Cross-Examination.

X.Q.1.-- Including the dwelling house which you spoke of what would you place the rental value of the farm?

Obj.-- This question and any answer thereto is objected to because irrelevant and immaterial.

J.W.Orr, for deft.

A.-- About \$50.00

X.Q.2.-- Is the farm in as good condition now as it was at the date of Mr. Bailey's death, as to the fencing and condition of the land?

A.-- I don't believe the fences are as good as they were. The land has always been worn out, ~~and~~ since I have known it, and I don't know that there is any difference in it now.

X.Q.3.-- Do you know that Mrs. Weatherman had any timber sold or cut off of the land since Mr. Bailey's death?

A. - I do not know.

X.Q.4.-- Are you acquainted with a small lot on the northwest corner of this land of some four to six acres on which there is a house?

A.-- I know where the boundary is.

X.Q.5.-- Don't you know that this particular lot has been renting for from \$15.00 to \$25.00 per year?

A.-- I know nothing in regard to the renting of it. I know of parties living on the land but don't know whether they were there as renters or not.

And further this deponent saith not.

Wit. \$50

Chas. M. Graham

J.B.Quinley another witness of lawful age being first duly sworn deposes and says:

Q.1.-- What is your age, residence and occupation?

A.-- I am 47 years old, reside about 5 miles northwest of Jonesville, and am a farmer and carpenter.

Q.2.-- Were you acquainted with C.W.S.Bailey in his life time, and are you acquainted with the parties to this suit?



A.-- I was acquainted with Mr. Bailey and am acquainted with the parties to this suit.

Q.3.-- State whether or not you at any time heard Mr. Bailey say anything about building a new house on the farm on which he resided at the time of his death, and if so what he said about it?

Obj.-- Objected to because immaterial.

Pennington Bros.

A.-- He said something to me once about building a house and wanted to know what it would cost him. I was running a saw-mill then and he was talking something to me about getting logs to the mill to have lumber sawed to build the house. He said he was going to build him a house there that the old one was not fit to live in. I remember one conversation was  
saw mill where myself and others were running a mill that we bought about the year 1890, and this was while the mill was being operated on Luther Slomp's land which was the first set at which we operated the mill and I remember another conversation he had with me after this in reference to the building of the said house at his house.

Q.4.-- State whether or not you <sup>as</sup> ~~were~~ one of the contractors ~~§~~ assisted in the building of the new dwelling house erected by Mrs. Weatherman on the said Bailey farm after the death of the said Bailey, and if so, who was associated with you?

A.-- I was one of the contractors and assisted in the building. R.A. Quinley my brother was the other contractor associated with me.

Q.5.-- Was yours and R.A. Quinley's contract for the building of said house in writing, and if so please file said contract with this your deposition as part thereof marked "Contract".

A.-- The contract was in writing and I here file the same marked as requested.

Q.6.-- Was the work done by you and R.A. Quinley reasonably worth the amount specified in said contract, \$520.00?

A.-- It was reasonably low.

Q.7.-- Did you do any extra or other work not specified in said contract, and if so what was it, and what was it worth?



A.-- We put in a closet under the stairway that was extra and was reasonably worth \$2.50. We then built a kitchen, boxed that was extra and it was reasonably worth \$26.00 we furnishing the laths and nails, and Mrs. Weatherman furnishing the balance of the material. I think the kitchen was reasonably worth \$50.00. The painting was not in our contract, but we afterwards did it for \$10.00, she furnishing the paint and boarding us while we did the work. We did not build the chimneys nor flue or do any masonry work. *The house was completed in the summer of 1892.*

Q.8.-- What do you consider the fair cash value of the said house and kitchen including the chimneys, masonry and every thing furnished and done on the same?

A.-- I am not much judge of masonry and building of chimneys &c. and could not give a correct idea outside of our own work.

Obj.-- The foregoing ~~answers to the~~ questions and answers in regard to the construction of the dwelling house and its price and value are objected to as evidence proving or tending to prove a disbursement by the defendant for her wards because such a disbursement if made would not be such a disbursement as the law would allow her to have credit for.

Pennington Bros.

#### Cross-Examination.

X.Q.1.-- Does the contract that you filed with your deposition express the intention of the contracting parties?.

A.-- Yes, sir, I suppose it did.

X.Q.2.-- Did you have any contract with G.W.S. Bailey to build this house?

A.-- I had no contract with him, but we had talked about it.

And further this deponent saith not.

*Wit. \$.50*

*J. B. Quinley*



H.C.Joslyn another witness of lawful age being duly sworn deposes and says:

Q.1.-- Were you acquainted by the farm owned by G.W.S.Bailey at the time of his death?

A.-- I was pretty well acquainted with it.

Q.2.-- Were you acquainted with the old house on said farm at the time of Mr. Bailey's death?

A.-- I have known it for over thirty years. The first time I was ever in it was in 1867.

Q.3.-- Please state what was the condition of that house for a dwelling at the time of Mr. Bailey's death?

A.-- I considered it in very bad shape, and totally unfit to live in.

Q.4.-- Are you acquainted with the new house built by Mrs. Weatherman?

A.-- Yes. I have been in it, have passed it several time and noticed it.

Q.5.-- What do you consider the fair value of the said house and kitchen at the time the same was built by Mrs. Weatherman?

Obj.-- Objected to because immaterial.

Pennington Bros.

A.-- Mrs. Bailey was living in my property near Jonesville and I drew the contract between the parties in reference to the building and rather advised her in regard to it. I thought then that she was getting a reasonably good contract with the Messrs. Quinleys, I having had some experience in building. Considering the chimneys, foundation painting, kitchen &c., which were not in that contract I consider the dwelling house and kitchen complete reasonable worth from \$700.00 to \$750.00.

Q.6.-- State whether or not you considered the building of the new house and other improvements by Mrs. Weatherman a prudent and judicious investment of hers and her childrens money or means on the said real estate?

Obj.-- The foregoing question or any answer thereto is objected to



first, because there is no issue hereas to whether Mrs. Weatherman judiciously invested her own estate, and secondly, as to the investment of the wards money, or expenditure thereof she is not entitled to any credit as a disbursement except for the personal expenses of such of her wards as were of such tender years that they could not have been bound out as apprentice or unless shown to be applied for the maintenance and education of her said wards.

Pennington Bros.

A.-- Yes, I considered it a prudent and judicious investment, because the family was practically out of doors. They had no house on the land fit to live <sup>in</sup>, and had several children and I think the best thing she could do was to build a house to live in.

Q.7.-- State whether or not from your knowledge and acquaintance with Mrs. Weatherman, she is a lady that has endeavored since the death of her husband, to educate and ~~probably~~ properly set out her children in life, if you have had any observation of her conduct in that regard?

A.-- She rented property from me near Jonesville and lived there a while and sent her children to school in Jonesville, and after she moved back to the old place, I have observed her sending some of her children to school at Jonesville, and I have remarked about her efforts to educate her children.

Cross- Examination.

X.Q.1.-- In one of the questions above you answer that you consider the expenditure, the erection of a house out of the funds ~~in~~ her hands as guardian to be a judicious expenditure, do you mean this answer to apply to all of her children or were you acquainted with the circumstances of the different members of her family?

A.-- I considered it a judicious expenditure at the time, as all of the family were together then as I understood it.

X.Q.2.-- Supposing that the plaintiff Agnes Smith only lived in the property for a year or two, would you consider the portion to which she would have been entitled <sup>out of the personal estate</sup> ~~to her best interest?~~ *judiciously*

*invested in property upon which there would operate the life estate of a woman of 33 years?*



A.-- I do not think it would, if she only staid one or two years, have been a good investment for her, but if she had staid until she was 21 years old I think it would have been.

And further this deponent saith not.

*Wit. \$50*

*H. C. Joslyn*

Newton Wygal another witness of lawful age being first duly sworn deposes as follows:

Q.1.-- Please state your age, residence and occupation?

A.-- I am 57 years old, reside two and a half miles southwest of Jonesville, and am a farmer.

Q.2.-- Are you acquainted with the parties to this suit and were you acquainted with C.W.S. Bailey in his life time?

A.-- I am acquainted with the parties to this suit, and knew Mr. Bailey after he moved below Jonesville.

Q.3.-- Were you acquainted with the farm on which the said Bailey lived at the time of his death?

A.-- I am acquainted with said farm, and have known it for 40 or 50 years.

Q.4.-- Were you acquainted with the old dwelling house on said farm at the time of the death of the said Bailey and if so please state what was its condition.

A.-- I was there frequently while Mr. Bailey lived there, and the old house were in an old and delapidated condition, and I considered them dangerous to live in. It suppose it is one of the oldest houses in the country.

Q.5.-- Are you acquainted with the new house built by Mrs. Bailey since the death of Mr. Bailey.

A.-- I have passed and seen it frequently but have never been in it but a few times.

Q.6.-- From your knowledge of the said building and kitchen what would you consider a fair valuation of the same at the time they were erected?

A.-- I think it would be reasonably worth from \$700.00 to \$800.00



Q.7.-- Did Mr. Bailey in his life time ever say anything to you about intending to build a new house on said farm, and if so when was it and what did he say?

A.-- While I was running a saw-mill on a farm adjoining he spoke to me for lumber to build a house on that farm, saying that he had no houses fit to live in, and if I remember correctly I agreed to saw him a bill of lumber but he was taken down sick soon after this and died.

Q.8.-- State whether or not you consider the building of the new house and improvements by Mrs. Weatherman a prudent and judicious investment of her children's money, on the said farm?

Obj.-- The foregoing question or any answer thereto is objected to because of same reasons stated above to the questions to the same witness.

Pennington Bros.

A.-- At that time and under the circumstances, it seemed to me to be a necessity.

Q.9.-- State whether or not from your knowledge and acquaintance with Mrs. Weatherman, she has endeavored since the death of her husband to educate and properly set her children out in life, if you have had any observation of her conduct on that regard.

A.-- I have known of the children going to school here in Jonesville and at other places, but I do not know how much they went. From my observation I thought she was trying to educate her children, and that they were neatly kept and well cared for.

And further this deponent saith not.

*Witness \$50.*

*Newton Hoggal*

The further taking of these depositions is adjourned until to-morrow morning at 9 o'clock at the same place.

Met pursuant to adjournment at the office of J.W.Orr in the town of Jonesville, this May 8th, 1900.

Minerva L. Weatherman another witness of lawful age being duly sworn deposes as follows:



Q.1.-- What is your age, and are you one of the defendants in this suit?

A.-- I am 41 years old, and am one of the defendants in this suit.

Q.2.-- When did your first husband Mr. Bailey die?

A.-- October the 3rd 1891.

Q.3.-- How long had he lived on the Martin farm before his death?

A.-- About three years.

Q.4.-- How many children did Mr. Bailey leave, at his death, of his and yours?

A.-- Six; Sarah A., Lizzie, Clinton S., Mary F., Kempton S., Mattie L.,

Q.5.-- What was the condition of the old house in which you and your husband lived at the time of his death?

Obj.-- The foregoing question is objected to because immaterial and irrelevant.

Pennington Bros. for Plff.

A.-- It was dangerous to live in.

Q.6.-- Was it the intention of your said husband to build a new dwelling house on said farm, and if so, state anything he may have said in regard to it?

Obj.-- Objected to for reasons stated above.

Pennington Bros.

A.-- He spoke frequently of building. And he also said that he would build inside of twelve months from the time when he died, he also said that he would deed me the house and land, I mean the new house, for my money. He had collected \$700.00 of my money which <sup>was</sup> coming to me from my father and mother's estate at the time of my marriage with him. He said that we were out of doors and that he would have to build, this was the greatest reason why he was going to build. He also said, about three weeks before he died, that he would deed me the land, and also turn over what money was owing to him, if I would call the men in that owed him, and also brother John and let him deed John the land, I mean John P. Skaggs, and let him deed it to me. I told him that I would not do that, that I was not afraid of the children. He insisted that I do



that, remarking "You will see what they will do for you". He was then sick with fever and this was during his last illness. I told him that the doctors told me to keep everything quiet around him, and I still had hopes of his getting well, and told <sup>him</sup> I would not have it done, The Conversations as to building spoken of above, I remember two such conversations one in the Spring of 1889, and the other in 1891 in the Summer.

Obj.-- The foregoing answer is objected to because not responsive to the question, and because irrelevant to the issue.

Pennington Bros.

Q.7.-- Have you since the death of your said husband made any permanent improvements on the said farm, if so, please state what improvements you have made and the cost of the same?

A.-- I built a dwelling house, kitchen, smoke house and put out a young orchard. The dwelling house and kitchen costs me \$700.00, complete. The smoke house costs me about \$35.00, and the orchard about \$20.00.

Q.8.-- Why did you build a new house and make said improvements?

A.-- There was no house fit to live in and not much orchard, and I thought it necessary.

Q.9.-- With whose money or means did you defray the expenses of the said buildings and improvements?

A.-- My own and the children's. I consider about one-half of each.

Q.10.-- Did you, or not, consider the said improvements and expenditures a prudent and necessary expenditure for the benefit of yourself as a widow of said Bailey and for the Benefit of your said children?

A.-- I did.

Q.11.-- Were you at the time administrator of your husband's estate, and guardian for your said children?

A.-- I was.

Q.12.-- When were these improvements completed?

A.-- The buildings, the house and kitchen, were completed June 25th 1892, the smoke house was completed the next Spring, and the orchard was finished in the Spring of 1893.



Q.13.-- In your settlements with the Commissioner, asguardian, you have charged yourself with \$20.00 a year rent for the farm outside of what was attempted to be assigned to you as dower, please state how you came to be charged with that amount?

A.-- I had not rented it at public auction, and the commissioner and myself rather agreed that it would be a reasonable rent. I believe that \$20.00 would be a fair cash rent for the whole farm outside of the new buildings.

Q.14.-- In your settlements you are credited with the taxes paid on the lands up to and including the year 1895, have you paid the taxes on the land since then, and if so have you the tax tickets do that you can file the same with your deposition?

A.-- I have paid the taxes to 1899. I have had the tickets, but I now only have two of them in my possession. I think I hand the others to Mr. Hyatt commissioner of Accounts, and I suppose he has them, and I will endeavor to get them from him and will file them with this my deposition marked "Tax Tickets".

Q.15.-- Have you some accounts against your said children andwards that you consider they should account to you for, not embraced in any of your previous settlements, if so please file the same with your deposition marked Accounts 1,2,3,4,and 5?

A.-- I have some such accounts and here file the same as requested.

#### Cross- Examination.

X.Q.1.-- Have you been renting a small place on the northwest corner of the farm in question, if so please state what you have been receiving therefor per year?

A.-- I have been renting the place for one-third of the crop.

X.Q.2.-- Was this place ever rented for cash and if so how much did you receive for it?

A.-- ~~XXXXXX~~ I rented it for one <sup>year</sup> for cash and received \$7.00, I was to have received \$10.00 I think but only got the \$7.00.

X.Q.3.-- One of the accounts presented above against Lizzie Bailey, you have her charged for \$12.00 for board for the year 1896, and



\$24.00 for the year 1898 both charged while she was teaching school, was there any agreement between you and Lizzie that you were to charge her board for that time?

A.-- There was none.

X.Q.4.-- Did she do anything towards helping you about household matter and taking care of the family during this time?

A.-- Nothing scarcely at all.

X.Q.5.-- One of the accounts presented above against C.S. Bailey, you have him charged with board while going to school in 1896, \$16.00 and for the same in 1897 \$20.00, during those years where was it that Clint went to school, what time of the year?

A.-- It was in the fall of the year and while he was going to school on Chestnut ridge and here at Jonesville, this was 1896. In 1897 he went to the fall term at Jonesville.

did he work on the farm  
X.Q.6. During those years, and if so did he give his labor towards the support of the family?.

A.-- He work about two months in the first year and about one in the second.

X.Q.7.-- Did Lizzie stay at home during the years that you have her charged with board, while she was not teaching and if so did she do anything during that time to earn her board while she was teaching?

A.-- She did stay at home when she was not teaching, and she did not do anything to pay her board while she was teaching.

X.Q.8.-- After your husband died how long from that time was it until Agnes married?

A.-- It was about 18 months.

X.Q.9.-- Did she stay at home during that time?

A.-- She did, except what time she was going to school. She went to school about ten months of the time.

X.Q.10.-- How much poplar timber did you have cut off of the land?

three  
A.-- I had ~~xxx~~ large poplar trees cut that were standing in a new ground which I was having cleared. I don't remember what I got for the trees, but I suppose they were worth from \$2.00 to \$3.00 each. The money I got for them was expended for the benefit of the children.



Re-Examined.

Q.1.-- You state in answer to question 6 on cross examination, that C.S.Bailey worked about two months in the year 1896 and about one month in the year 1897, what was he doing the balance of the time?

A.-- In the year 1896 he was not doing anything out side of <sup>work</sup> spoken of and for that work Mr. Weatherman paid him in clothing shoes &c., and in the year 1897 he burned a lime kiln for his own benefit.

Q.2.-- In the accounts filed by you against your wards, there appears to be several articles of merchandise, state whether or not these were necessities for said wards?

A.-- They were.

And further this deponent saith not.

M. S. Weatherman

Virginia Lee County, to-wit:

I, A.B.Munsey, a Commissioner in Chancery for the Circuit Court of Lee County Virginia, do certify that the foregoing depositions of C.M.Graham, <sup>B. M. Morgan,</sup> J.B.Quinnley, H.C.Joslyn, Newton Wygal and Minerva L.Weatherman, were duly taken, subscribed and sworn to before me at the time and place and for the purposes in the caption mentioned. Given under my hand this the 8th day of May.

A. B. Munsey

Commissioner in Chancery.



Minerva L Weatherman <sup>etals</sup>

ads } Depositions

Sarah A Smith et al

Taken before me as Comr  
in Chey and filed May  
the 8th 1900.

A. B. Munsey Clerk

Comr in Chey 10 hours 7.50

Witnesses } L. M. Graham 50  
J. B. Quinby 50  
H. C. Jeslyn 50  
A. Hygal 50  
\$ 9.50



Virginia

At a county court continued and held for Lee County at the courthouse thereof on Tuesday July 28th 1896.

On motion of Manerva Weatherman, widow of G.W.S. Bailey deceased, it is ordered that H.C. Joslyn, C.M. Graham, & C.C. Elliott, who are appointed commissioners for the purpose do go upon the lands of which said G.W.S. Bailey died seized and possessed and lay off and assign to said widow one third in rental value of said lands, as her dower therein. And they will report their action to some future term of this court.

A copy, Teste: B. M. Morgan, Clerk.

Virginia

At a county court continued and held for Lee county, at the court-house thereof on Thursday October 22nd 1896.

The report of C.C. Elliott, H.C. Joslyn and C.M. Graham, commissioners heretofore appointed to assign dower to Manerva Weatherman formerly Manerva Bailey in the real estate of which the said Manerva Weatherman's former husband G.W.S. Bailey died seized and possessed, having been returned to and filed in the clerk's office of this court the time required by law, and being seen and inspected by the court, and unexcepted to, is confirmed and ordered to be recorded.

A copy, Teste: B. M. Morgan Clerk.



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"Copies of Orders."



COMMISSIONER'S REPORT.  
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Sarah A. Smith et al.        )  
                              ) IN CHANCERY.  
vs.                            )  
Minerva L. Bailey et al.    )  
oooooooooooooooooooooooooooo

To the Hon. H.A.W. Skeen, Judge of the Circuit Court for Lee  
County, Virginia:

Your undersigned Special Commissioner, appointed by decree entered in the above styled cause at the June term, 1900, after giving notice of the time and place of his sitting, as required by said decree, and as will be seen by copy of notice herewith filed marked "N", proceeded on the 27th day of July, 1900, and on divers other days thereafter up to the present, to comply with the requirements of said decree, and he now here reports as follows:

Your commissioner is directed: "To settle the guardianship account of Minerva L. Weatherman, taking as a basis the settlement filed with her answer in this cause, and first giving her credit for \$345.96, the amount which she invested in the house in question, and from the date of the said settlement up to the date of this settlement charge her with \$20.00 per annum rent for the real estate of her wards, with interest according to the rules of interest between ward and guardian, and also give said guardian credit for all just disbursements that she has made for each of her said wards."

Your commissioner files herewith, as part hereof, statement "A," which shows the standing of the guardian with her said wards, and each of them, as of Oct. 24, 1900, which is the close of the last fiduciary year. It will be seen from said statement that your commissioner first charges the guardian with \$345.96, as of Oct. 24, 1895, the amount due her wards on that date, as shown by report of Commissioner of Accounts, J.A.G. Hyatt, filed June 8th, 1896, and credits her with same amount, as of same date, which is in accordance with the decree of the court under which your commissioner is acting. This places the guardian square with her wards as of Oct. 24, 1895.

Your commissioner next charges the guardian with \$20.00 per annum, rent for real estate of wards, from Oct. 24, 1895 to Oct. 24, 1900, the close of the last fiduciary year, and credits her with her commissions and the amount paid out by her for taxes on the real estate of her wards. After deducting these amounts from the annual rent of \$20.00, charged to the guardian at the close of each year,



your commissioner apportions the residue among the several wards, and opens a new account between the guardian and each of her wards respectively.

It will be seen that your commissioner gives the guardian credit for  $2/3$  of taxes for the years 1895, 1896 and 1900; for none of which years does she produce vouchers, but for the years 1895 and 1896 she claims that she paid the taxes and secured vouchers which she filed before Commissioner of Accounts, J.A.G.Hyatt, for further settlement of her account and that they were lost or misplaced, and that for the year 1900, the taxes have not yet been paid, the ticket not having yet been made out, but that she will pay same on presentation. The guardian presents vouchers for the taxes for the years 1897, 1898 and 1899, for which your commissioner also gives her credit, and files same herewith marked "Tax Tickets".

On page 3, statement "A", is a statement of the account between the guardian and her ward, Sarah A.Bailey, and which shows a balance due ward, on Oct.24, 1900, of \$13.02. In this statement it will be seen that your commissioner charges the guardian with the distributive share due the ward at the close of each year, with compound interest on each year's dues, up to the date at which the ward arrives at the age of twenty-one, and from that date, up to Oct.24, 1900, with simple interest on the total amount due the ward at the date she arrived at twenty-one. The method pursued by your commissioner in this statement he conceives to be in accordance with the decree of the court and in harmony with the rule laid down in 1 Rob. page 208 &c.

On pages 4, 5, 6, 7, and 8, statement "A", are statements of the account of the guardian with each of her wards respectively, other than Sarah A.Bailey, which is above noted. In each of these statements it will be seen that your commissioner charges the guardian with the distributive share due each ward at the close of each year and credits her with disbursements for board and necessities for ward while attending school &c. In these statements on pages 4, 5, 6, 7 and 8, your commissioner does not take into consideration the items of interest, the debits being so small, and the credits,



3.

being greater than the personal estate of the ward, the excess, over and above the debits, your commissioner presumes will be at the risk of the guardian, hence the **time** consumed in the calculation of little items of interest would be unnecessarily consumed.

The amount the guardian has overpaid each of her wards is shown respectively at the close of each account. So too is the date at which the ward arrives at the age of twenty-one.

The ~~accounts~~ <sup>claims</sup> of the guardian against her wards, and for which she asks credit, are herewith filed marked 1, 2, 3, 4, 5.

And now having reported upon all matters referred to him, your commissioner respectfully submits this his report.

..... *A. M. Goins* .....  
Special Commissioner.

oooooooooooooooooooo

Fee for this Report \$ 5<sup>00</sup>/<sub>100</sub> .

Fee charged to .....

I, A. M. GOINS, Special Commissioner in the above styled cause, do hereby make oath that I was diligently employed not less than 20 hours, in performing the services for which the fee, above stated, is charged, and do so certify, this 1<sup>st</sup> day of Sept., 1900.

..... *A. M. Goins* .....  
Special Commissioner.



At a Circuit court for the County of Lee, continued and held  
on the 9th day of June, 1900, at the court-house of the said county:

Sarah A. Smith et al., . . . . . Complainants,  
vs. ( ) IN CHANCERY.  
Minerva L. Weatherman et al. . . . . Defendants.

EXTRACT FROM DECREE.

This cause came on this day &c. \* \* \* \* \* it is adjudged,  
ordered and decreed that A.M. Goins, who is hereby appointed a special  
commissioner, will, after giving the ~~parties~~ attorneys for the  
parties five or more days notice of the time and place of sitting,  
proceed to settle the guardianship account of Minerva L. Weatherman,  
taking as a basis the settlement filed with her answer in this cause,  
and first giving her credit for \$345.96, the amount which she inves-  
ted in the house in question, and from the date of the said settle-  
ment up to the date of this settlement charge her with \$20.00 per  
annum rent for the real estate of her wards, with interest according  
to the rules of interest between ward and guardian, and also give  
said guardian credit for all just disbursements that she has made  
for ~~the~~ each of her said wards. And the said commissioner will re-  
quire the said Minerva L. Weatherman to appear before him and make  
her settlement as hereinbefore directed.

A copy, \_Teste:

*A. B. Munsey*  
....., Clerk.

COMMISSIONER'S NOTICE.

The parties interested in the decree from which the foregoing  
is an extract, will take notice that, on the 27th day of July, 1900,  
at my office in the town of Jonesville, I shall proceed to execute  
the same, when and where they are required to attend, with such books,  
~~and~~ papers, vouchers, and evidence as will enable me to comply with  
the order of the court.

*A. M. Goins*  
.....,  
Special Commissioner.

*"A"*



Special Commissioner.

the order of the court.

and papers, vouchers, and evidence as will enable me to comply with the same, when and where they are required to attend, with such books, at my office in the town of Jonesville, I shall proceed to execute in its extent, will take notice that, on the 27th day of July, 1900,

The parties interested in the decree from which the foregoing

COMMISSIONER'S NOTICE.

A copy of the

settlement as hereinbefore directed.

During the said Minerva L. Weatherman to appear before him and make for the each of her said lands. And the said commissioner will re-

Sarah A. Smith et al.  
vs. Comis Notice  
Minerva L. Weatherman  
chick  
July 27, 1900.

We accept legal  
service of the within  
notice, This July 10,  
1900.  
Sumner B. Mac  
Attorney at Law  
Orrville, Ohio  
for Mr. L. Weatherman

ordered and decreed that A.M. Goins, who is hereby appointed a special

This cause came on this day &c. \* \* \* \* \* It is adjudged,

EXTRACT FROM DECREE.

Minerva L. Weatherman et al. . . . . Defendants.  
vs. ( ) IN CHANCERY.  
Sarah A. Smith et al. . . . . Complainants.

on the 27th day of June, 1900, at the court-house of the said county.

At a circuit court for the county of Lee, continued and held



Sarah A. Smith et al.

vs. { Comr's Report.

Minerva L. Bailey et al.

Filed Sept. 1, 1900,

A. B. Munsey Clerk

Comr's Fee \$15<sup>00</sup>.



Sarah A. Smith Compts

Minerva L. Wethermon & Co Depts } In Chy.

1 TOE the undersigned Commissioners L. M.  
2 Carnical, W. R. S. W. G. and Alex. Clifton have executed  
3 an order of the Circuit Court, made in the above  
4 styled Cause, according to the following Report &  
5 plat, We first laid out of the lands in the bill  
6 mentioned (the lands of C. W. & B. Bailey deceased) a  
7 quantity equal to the Cash value of \$345  $\frac{96}{100}$

8 Out of the remainder we have laid off to Minerva  
9 L. Wethermon that which we consider equal  
10 to one third in rental value of such remains  
11 and bounded as follows to wit

12 Beginning at (A) an oak stump and cedar  
13 pointers the south east original corner  
14 thence with the south original line N 88  $\frac{1}{2}$  W  
15 45  $\frac{1}{4}$  poles to (B) a stake & pointers a spotted oak  
16 and cedar thence N 13 W 61 poles to (C) a  
17 stake corner to Lot No 2 and with lines  
18 thereof N 62  $\frac{1}{4}$  E 26  $\frac{1}{2}$  poles to (D) a stake N 4 W 13  $\frac{3}{4}$   
19 poles to (E) a Chestnut & sugar tree N 84  $\frac{3}{4}$  E 8  $\frac{3}{4}$  poles  
20 to a stake black gum & cedar on the East  
21 original line and with the same S 16 E 83  $\frac{3}{10}$   
22 poles to the beginning Containing 20 Acres  
23 more or less — — — — —

24 The remaining two thirds left together  
25 with the \$345  $\frac{96}{100}$  worth of land we divided among  
26 the Children of said C. W. & B. Bailey equally con-  
27 sidering quantity quality &c as follows  
28 We have laid off and assigned to Sarah &  
29 Smith Lot No 1 bounded thusly - Begin-  
30 ning at a stake a few feet north of a path or road  
31 corner to Lot No 2. Thence with downer line S 13 E  
32 7  $\frac{42}{100}$  poles to (C) a stake on the west edge of orchard -



1 S 74 $\frac{1}{2}$ W 41 poles to (H) a stake on the west line & on the  
2 west side of road thence with the west orig-  
3 inal line S 11E 7 $\frac{3}{4}$  poles to (I) stake on the west side  
4 of road S 41E 15 poles to junction of road thence  
5 with the Winchester road S 60W 12 poles thence  
6 leaving road & with west line of tract S 40E 23 $\frac{4}{16}$   
7 poles to (J) a white oak original S.W. corner thence  
8 with the original south line of tract S 88 $\frac{1}{4}$ E 40 $\frac{1}{4}$   
9 poles to a stake cedar & spotted oak corner to down  
10 & with line of same N 13W 53 $\frac{6}{10}$  poles to the  
11 beginning containing 12 $\frac{1}{2}$  acre more or less  
12

13 We have laid off and assigned to M. F.  
14 Bailey lot No 2. bounded as follows

15 Beginning at F a stake and black gum <sup>& cedar</sup> on the  
16 east original line & corner to down thence with  
17 original east line N 16W 9 $\frac{3}{10}$  poles to K a  
18 stake corner to Lot No 3 & with line of same  
19 S 74 $\frac{1}{2}$ W 74 poles to (L) a stake in the Clefton road  
20 and on the west original line and with said  
21 line S 38W 3 poles S 34W 14 poles S 11E 17 $\frac{1}{10}$  poles to  
22 (H) a stake corner to Lot No 1 and with line  
23 of same N 74 $\frac{1}{2}$ E 41 poles to the beginning  
24 — containing 14 acres more or less.

25 We have laid off and assigned C. F. Bailey  
26 lot No 3 bounded thusly: Beginning at  
27 K a stake the N.E. corner of Lot No 2 thence  
28 with the east original line N 16W 5 $\frac{1}{2}$  poles to (N)  
29 a stake the former position of spring, thence con-  
30 tinuing with east original line N 60 $\frac{1}{2}$ E 1 $\frac{3}{4}$  poles to  
31 (N) a stake N  $\frac{1}{2}$ E 35 $\frac{1}{2}$  poles to (O) a stake corner  
32 to Lot No 4 and with line thereof S 74 $\frac{1}{2}$ W 93



1 poles to (P) a stake at road end on the original  
2 west line and with the same S 17 E 18 poles S 27 1/4  
3 E 8 1/2 poles S 38 3/4 E 13 poles to (L) a stake corner to  
4 Lot No 3 Thence with line thereof N 74 1/2 E 74  
5 poles to the beginning Containing 21 Acres  
6 (more or less)

7 WE have laid off and assigned to Lizzie Bailey  
8 Lot No 4 the metes & bounds being in this  
9 wise: BEGINNING at (O) a stake on the  
10 East original line and with it N 46 2 1/4 poles to (Q)  
11 a stake at the junction of fences thence  
12 continuing with original east line N 27 1/4 W 22 3/4 po  
13 les to (R) a stake S 74 1/2 W 102 poles to a stake on  
14 the west original line and with the  
15 same and road S 45 55 24 3/4 pole to a  
16 ~~hickory~~ S 17 E 3 poles to (P) a stake corner  
17 to Lot No 3 and with line of same N 74 1/2  
18 73 poles to the beginning

19 ~~~~~ Containing 15 Acres more or less ~~~~~  
20 we have laid off and assigned to Mattie L. Bailey  
21 Lot No 5 bounded as follows Beginning at  
22 (R) a stake corner to Lot No 4 and on the East  
23 original line and with it N 27 1/2 W 18 poles to  
24 (T) a stake S 81 1/2 W 122 poles to (U) a stake  
25 on the west original line and with it  
26 S 84 3/4 E 110 poles to a white oak on the south bank  
27 of road and continuing with west original  
28 line S 60 E 17 poles S 45 1/2 E 22 8/10 poles to S a stake thence  
29 N 74 4 E 102 poles with line of road to the beginning

30 WE have laid off & assigned to K. S. Bailey  
31 Lot No 6 described by the subsequent bearing  
32 and distances BEGINNING at (T) a stake



on the east original line and with the same  
 N 2 7 1/2 W 15 3/4 poles to (V) a stake The original North East  
 Corner thence with original North line of tract  
 S 85 1/2 W 140 1/2 poles to W (Spanish oak corner that is the  
 original N.W. Corner) found a stump & black  
 oak thence with original West line S 26 E  
 2 1 7/10 poles S 84 1/2 E 16 1/2 poles to (U) a stake thence  
 with line of Lot No 5 N 8 1/2 E 122 poles to the  
 beginning - Containing 16 Acres more or less

Note - all lots & dower are to have right to obtain water  
 for household purposes at spring situated on the Eastern  
 part of Lot No 3 - And the dower and lot No 3 shall have  
 the privilege of keeping Milk in the spring house on said  
 Lot 3 - but below the head of said spring and so  
 the Milk cannot contaminate or injure the water thereof.  
 Also all parties or lots shall have the right to water  
 stock at a pond now located on the public road  
 on Lot 4 the Western side of original tract.

All of which is most respect submitted

L. M. Carmichael  
 W. R. Snodgrass } Comm.  
 Alex Clifton

### Bill of Cost

Alex Clifton Ch 1 day Comm.	8 days	\$ 1.00
W. R. Snodgrass	" 3 "	6.00
Thomas Couch Ch 4 days		4.00
Boyd Bethford 4 "		4.00
Meiser Welherman 4 "		4.00
L. M. Carmichael 6 days		18.00
		\$ 44.00



Sarah A Smith et al.  
vs } Plat & Report

Minerva L. Weatherman

---

Filed October 27' 1900  
A. B. Munsey Clerk



W

U

K. S. Bailey  
No 6

V

Mattie L. Bailey  
No 5

T

S

R

Lizzie Bailey  
No 4

P

a  
O

C. S. Bailey  
No 3

L

n  
N

K

Partition  
of the

Mary F. Bailey  
No 2

E

F

G. W. S. Bailey Lands

H

D

I

S. A. Bailey  
No 1

C  
G

M. L. Weatherman's  
Power

J

B

L. M. Carmical  
W. R. Snodgrass  
Alex. Clifton } Comm.

1900

A



Minerva L. Weatherman, Guardian,

In Account with her wards,

Sarah A., Lizzie, Clinton S., Mary F., Kempton S., and Mattie

L. Bailey.		Dr.	Cr.
1895,			
Oct. 24,	To this sum in hands of Guar. as of this date, as shown by report of Comr. of Accounts, J.A.G. Hyatt, filed June 8, 1896, \$345.96		
	By this sum invested in house (See decree of court June 9, 1900),		\$345.96
	OCT. 24, 1895,	\$345.96	\$345.96
(1896)			
1896,			
Oct. 24,	To rent for real estate from 10-24, '95 to 10-24, '96,	\$ 20.00	
	By 10% Com. on above sum,		\$ 2.00
	" 2/3 of taxes for 1895,		3.45
	" 2/3 of taxes for 1896,		3.45
	" Bal. in hands of Guar., Oct. 24, 1896,		11.10
	OCT. 24, 1896,	\$ 20.00	\$ 20.00
(1896)			
1896,			
Oct. 24,	To bal. in hands of Guar. bro't down for distribution among wards,	\$ 11.10	
	By distributive share of Sarah A. Bailey,		\$ 1.85
	" " " " Lizzie Bailey,		1.85
	" " " " Clinton S. Bailey,		1.85
	" " " " Mary F. Bailey,		1.85
	" " " " Kempton S. Bailey,		1.85
	" " " " Mattie L. Bailey,		1.85
	OCT. 24, 1896,	\$ 11.10	\$ 11.10
(1897)			
1897,			
Oct. 24,	To rent from 10-24, '96 to 10-24, '97,	\$ 20.00	
	By 10% Com. on above sum,		\$ 2.00
	" 2/3 of taxes for 1897,		3.16
	" Bal. in hands of Guar. Oct. 24, 1897,		14.84
	OCT. 24, 1897,	\$ 20.00	\$ 20.00
(1897)			
1897,			
Oct. 24,	To bal. in hands of Guar. bro't down for distribution among wards,	\$ 14.84	
	By distributive share of Sarah A. Bailey,		\$ 2.48
	" " " " Lizzie Bailey,		2.48
	" " " " Clinton S. Bailey,		2.47
	" " " " Mary F. Bailey,		2.47
	" " " " Kempton S. Bailey,		2.47
	" " " " Mattie L. Bailey,		2.47
	OCT. 24, 1897,	\$ 14.84	\$ 14.84
(1898)			
1898,			
Oct. 24,	To rent from 10-24, '97 to 10-24, '98,	\$ 20.00	
	By 10% Com. on above sum,		\$ 2.00
	" 2/3 taxes for 1898,		3.31
	" Bal. in hands of Guar. Oct. 24, 1898,		14.69
	OCT. 24, 1898,	\$ 20.00	\$ 20.00



1898,						
Oct. 24,	To bal. in hands of Guar. bro't down for					
	distribution among wards,				\$ 14.69	
	By distributive share of Sarah A. Bailey,					\$ 2.44
"	" " " " " Lizzie Bailey,					2.45
"	" " " " " Clinton S. Bailey,					2.45
"	" " " " " Mary F. Bailey,					2.45
"	" " " " " Kempton S. Bailey,					2.45
"	" " " " " Mattie L. Bailey,					2.45
OCT. 24, 1898,					\$ 14.69	\$ 14.69

## (1899)

1899,						
Oct. 24,	To rent from 10-24, '98 to 10-24, '99,				\$ 20.00	
	By 10% Com. on above sum,					\$ 2.00
	" 2/3 of taxes for 1899,					3.31
	" Bal. in hands of Guar. Oct 24, 1899,					14.69
OCT. 24, 1899.					\$ 20.00	\$ 20.00

1899,						
Oct. 24,	To bal. in hands of Guar. bro't down for					
	distribution among wards,				\$ 14.69	
	By distributive share of Sarah A. Bailey,					\$ 2.44
"	" " " " " Lizzie Bailey,					2.45
"	" " " " " Clinton S. Bailey,					2.45
"	" " " " " Mary F. Bailey,					2.45
"	" " " " " Kimpton S. Bailey,					2.45
"	" " " " " Mattie L. Bailey,					2.45
OCT. 24, 1899,					\$ 14.69	\$ 14.69

## (1900)

1900,						
Oct. 24,	To rent from 10-24, '99 to 10-24, 1900,				\$ 20.00	
	By 10% Com. on above sum,					\$ 2.00
	" 2/3 of taxes for 1900,					3.28
	" Bal. in hands of Guar. Oct. 24, 1900,					14.72
OCT. 24, 1900,					\$ 20.00	\$ 20.00

1900						
Oct. 24,	To bal. in hands of Guar. bro't down for					
	distribution among wards,				\$ 14.72	
	By distributive share of Sarah A. Bailey,					\$ 2.45
"	" " " " " Lizzie Bailey,					2.45
"	" " " " " Clinton S. Bailey,					2.45
"	" " " " " Mary F. Bailey,					2.45
"	" " " " " Kempton S. Bailey,					2.46
"	" " " " " Mattie L. Bailey,					2.46
OCT. 24, 1900,					\$ 14.72	\$ 14.72

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Minerva L. Weatherman, Guardian,  
In Account with

		Dr.	Cr.
1896,			
Oct. 24,	To distributive share due ward this day,	\$ 1.85	
"	Compound interest on same to 2-27, '98 (1 yr. 4 mos. 3 days), date at which ward arrives at the age of twenty-one,		.15
"	Simple interest on the above (\$2.00), from 2-27, '98 to 10-24, 1900 (2yr. 7mos. 27days),		.32
1897,			
Oct. 24,	To distributive share due ward this day,	2.48	
"	Compound interest on same to 2-27, '98 (4 mos. 3 days), date at which ward arrives at the age of twenty-one,		.05
"	Simple interest on the above (\$2.53), from 2-27, '98 to 10-24, 1900 (2yr. 7mos. 27days),		.40
1898,			
Oct. 24,	To distributive share due ward this day,	2.44	
"	Simple interest on above \$2.44, from 10-24, '98 to 10-24, 1900, (2yr.),		.29
1899,			
Oct. 24,	To distributive share due ward this day,	2.44	
"	Simple interest on above \$2.44, from 10-24, '99 to 10-24, 1900, (1yr.),		.15
1900,			
Oct. 24,	To distributive share due ward this day,	2.45	
	TO TOTAL SUM DUE WARD, OCT. 24, 1900,		\$13.02

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Minerva L. Weatherman, Guardian, In Account with Lizzie Bailey, her ward,							Dr.	Cr.
1896,								
Oct. 24,	To distributive share due ward this day,						\$ 1.85	
1897,								
Oct. 24,	"	"	"	"	"	"	2.48	
1898,								
Oct. 24,	"	"	"	"	"	"	2.45	
1899,								
Oct. 24,	"	"	"	"	"	"	2.45	
1900,								
Oct. 24,	"	"	"	"	"	"	2.45	
1896,								
	, By 3mos. board of ward while attending school,							\$ 12.00
1897,								
	"	6mos.	"	"	"	"		24.00
1900,								
Oct. 24,	To this sum overpaid ward, to square,						24.32	
	OCT. 24, 1900,						<u>\$36.00</u>	<u>\$ 36.00</u>
1900,								
Oct. 24,	BY THIS SUM OVERPAID WARD BRO'T DOWN,							\$ 24.32

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Interest not considered in above calculation.

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Ward was 21 years old August 21, 1899.

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Minerva L. Weatherman, Guardian,  
In Account with

Clinton S. Bailey, her ward,							Dr.	Cr.	
1896,									
Oct. 24,	To distributive share due ward this day,							\$ 1.85	
1897,									
Oct. 24,	"	"	"	"	"	"	2.47		
1898,									
Oct. 24,	"	"	"	"	"	"	2.45		
1899,									
Oct. 24,	"	"	"	"	"	"	2.45		
1900,									
Oct. 24,	"	"	"	"	"	"	2.45		
1896,									
	By 4mos board of ward while attending school,							\$ 16.00	
1897,									
	"	5mos	"	"	"	"		20.00	
1900,									
Oct. 24	To this sum overpaid ward, to square,							24.33	
OCT. 24, 1900							\$36.00	\$ 36.00	
1900,									
Oct. 24,	BY THIS SUM OVERPAID WARD BRO'T DOWN,							\$ 24.33	

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Interest not considered in above calculation.

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Ward will be 21 years old Oct. 30, 1901.

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Minerva L. Weatherman, Guardian,  
In Account with

Mary F. Bailey, her ward,

	Dr.	Cr.
1896,		
Oct. 24, To distributive share due ward this day,	\$ 1.85	
1897,		
Oct. 24, " " " " " "	2.47	
1898,		
Oct. 24, " " " " " "	2.45	
1899,		
Oct. 24, " " " " " "	2.45	
1900,		
Oct. 24, " " " " " "	2.45	
May 1, By board and necessities while attending school to date,		\$102.11
1900,		
Oct. 24, To this sum overpaid ward, to square,	90.44	
OCT. 24, 1900,	<u>\$102.11</u>	<u>\$102.11</u>
1900,		
Oct. 24, BY THIS SUM OVERPAID WARD BRO'T DOWN,		\$ 90.44

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Interest not considered in this calculation.

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Ward will be 21 years old Jan. 3, 1904.

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Minerva L. Weatherman, Guardian,  
In Account with

Kempton S. Bailey, her ward,						Dr.	Cr.
1896,							
Oct. 24,	To distributive share due ward this day,					\$ 1.85	
1897,							
Oct. 24,	"	"	"	"	"	2.47	
1898,							
Oct. 24,	"	"	"	"	"	2.45	
1899,							
Oct. 24,	"	"	"	"	"	2.45	
1900,							
Oct. 24,	"	"	"	"	"	2.46	
1900,							
Jan. 1,	By board and necessities while attending school to date,						\$ 83.10
1900,							
Oct. 24,	To this sum overpaid ward, to square,					71.42	
	OCT. 24, 1900					<u>\$83.10</u>	<u>\$ 83.10</u>
1900,							
Oct. 24,	BY THIS SUM OVERPAID WARD BRO'T DOWN,						\$ 71.42

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Interest not considered in this calculation.

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Ward will be 21 years old June 9th, 1906.

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Minerva L. Weatherman, Guardian,  
In Account with

Mattie L. Bailey, her ward,							Dr.	Cr.
1896,								
Oct. 24,	To distributive share due ward this day,						\$ 1.85	
1897,								
Oct. 24,	"	"	"	"	"	"	2.47	
1898,								
Oct. 24,	"	"	"	"	"	"	2.45	
1899,								
Oct. 24,	"	"	"	"	"	"	2.45	
1900,								
Oct. 24,	"	"	"	"	"	"	2.46	
1900,								
Apr. __,	By board and necessities while attending school to date,							\$ 89.70
1900,								
Oct. 24,	To this sum overpaid ward, to square,						78.02	
	OCT. 24, 1900,						<u>\$89.70</u>	<u>\$ 89.70</u>
1900,								
Oct. 24,	BY THIS SUM OVERPAID WARD BRO'T DOWN,							\$ 78.02

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Interest not considered in this calculation.

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Ward will be 21 years old March 13, 1909.

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Minerva L. Weatherman, Esq.,  
In Account with  
Her Words.

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Statement A.

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Minerva L. Wetherman, nee Minerva L. Bailey  
 Administratrix of the Estate of G.W.S. Bailey decd.  
 To the creditors and distributees of said Estate.

1892	Octo	24	To this sum amount sale				
			Bill "A" due October 24				
			1892-			141	55-
			" this sum received from Auditor			109	08
			" " " " County warrant			100	00
			" " " " J. C. Pollett note & int			76	25-
			" " " " A. R. Hyatt " No 1 "			21	41
			" " " " M. L. Slump note & int			27	25-
			" " " " B. F. Kincaid " "			321	75-
			" " " " Alex McNeil Jr. "			265	00
			" " " " A. R. Hyatt, note No 2 & int			247	00
			" " " " on transfer tickets			100	00
			" " " " For 2 sheep			800	
			Total Estate			\$ 1327	29
			By 5% Com on \$1327.29 Est		66	36	
		1	" this sum paid for coffin		27	00	
		2	" " " " Dr. Spelman Bill		30	50	
		3	" " " " Dr. Browning "		15	00	
		4	" " " " J. R. Gibson & Co. fee		2	00	
		5	" " " " Richards acct		5	83	146 69
			Debits forward				1180 60

1892	Oct 24		To this sum debits brought over			\$ 1180	60
		6	By " " paid J. O. Gibson acct		72	34	
		7	" " " " Taxes for 1891		12	51	
		8	" " " " Lewis & Broad medium		1	75-	
		9	" " " " M. L. Slump acct		6	00	
		10	" " " " C. A. Russell "		49	89	
		11	" " " " A. B. Mursey "		55	00	
		12	" " " " W. B. Wood "		25	60	
		13	" " " " E. W. Pennington Comm.		203	90	
		14	" " " " Minter Johnson		8	00	
		15	" " " " J. A. G. Hyatt fee		1	00	
		16	" " " " Lane for settlement		6	00	
		17	" " " " J. R. Gibson recording		2	25	444 27
			Bal for distribution this sum				736 33
			By this sum 1/3 due the widow \$ 245 44				
			" " " " Charged to this				
			Administratrix as the Guardi-				
			an for Sarah A. Lizzie, Clin-				
			ton S., Mary J., Kempton S.				
			& Mattie L. Bailey Infant				
			heirs of said G. W. S. Bailey--		490	89	736 33



Commissioner's Office,

October 24<sup>th</sup> 1892

To the County Court of Lee County:

Your Commissioner reports to the Court, that on the 24<sup>th</sup> day of October 1892, Minerva L. Wetherman nee Minerva L. Bailey, Admrx. of the Estate of G. W. S. Bailey, dead. exhibited before your commissioner a statement of all the money which <sup>she</sup> ~~he~~, the said Minerva L. Bailey now Wetherman, had received or become chargeable with or disbursed within the time from Octo 24<sup>th</sup> 1891 to October 24<sup>th</sup> 1892, together with the vouchers for such disbursements; that the commissioner embraced the said Administratrix in the list of fiduciaries, whose accounts were before him for settlement, which was posted at the front door of the court-house of said county, on the first day September Court last, and on the date of this report (ten days having since elapsed) has made up and completed the foregoing account of the said Minerva L. Wetherman nee Bailey Admrx as aforesaid, and on the 24<sup>th</sup> day of October 1892, finds ~~a balance of \$~~ that by charging her as Guardian of said Baileys six heirs with the sum of \$490.89, her account is fully squared ~~of which sum \$~~ is interest. The account is supported by satisfactory vouchers, and is herewith returned.

Your commissioner further reports to the Court, that the bond given by the said Wetherman nee Bailey as Guardian is in a sufficient penalty and with sufficient sureties, and is such as the law requires. And the statement shows the names of the heirs for which she is Guardian

Given under my hand, as Commissioner of Accounts of the said court, on the day and year first aforesaid.

J. A. G. Hyatt, Comr.



Virginia:

At a county court begun and held for Lee County, at the court-house thereof on Monday June 16<sup>th</sup> '93.

Minerva L. Bailey admr's of the Estate of G.W.S. Bailey Dec'd this day produced to the court a settlement and report of her admr. account made by J.A.G. Hyatt com'r of accounts for Lee County, which settlement and report having been filed in the clerk's office of this court at the time required by law, and unexcepted to, seen & inspected by the court is confirmed & ordered to be recorded.

A Copy Teste: J.R. Gibson C.C.

A copy, Teste: B.M. Morgan, Clerk.

Minerva L. Bailey  
now Wetherman  
Form No. 405.  
Admr's of G.W.S.

Bailey dec'd  
Settlement of

with } her  
ACCOUNT.

J.A.G. Hyatt

Recorded in Settle-  
ments of Fiduciaries  
No. 3. Page 176 re.

Examined

Filed the 14 day of Dec

1892

Charles Lee Goets  
for copy



Know all men by these presents, That we, Minerva L. Bailey, J.F Skaggs & C.E. Flanary, of Lee County, are held and firmly bound unto the Commonwealth of Virginia in the sum of \$1500.00 dollars; to which payment, well and truly to be made to the said Commonwealth, we bind ourselves jointly and severally, firmly by these presents, and we hereby waive the benefit of our homestead exemption as this bond. Witness our hands and seals, this 5th day of Jan., 1892.

The Condition of the above Obligation is such, that whereas the above bound Minerva L. Bailey has been appointed Guardian for Sarah A., Lizzie, Clinton S., Mary F., Kempton S. & Mattie L. Bailey minor heirs at law of G.W.S. Bailey, deceased: Now, if the said Minerva L. Bailey, shall faithfully perform and discharge the duties of her Office of Guard.aforesaid, then the above Obligation to be void, Otherwise to remain in full force and virtue.

Acknowledged in Court.

Minerva L. Bailey SEAL.

C.E. Flanary SEAL.

J.F. Skaggs SEAL.

A copy, Teste: B. M. Morgan, Clerk.



A copy, Teste:                     , Clerk.

J. F. Craggs      SEAL.

C. F. Flannery      SEAL.

Acknowledged in Court.

Minerva L. Bailey      SEAL.

void, otherwise to remain in full force and virtue.

of an Office of Clerk aforesaid, then the above Obligation to be  
Minerva L. Bailey, shall faithfully perform and discharge the duties  
Minerva L. Bailey of G.W.S. Bailey, deceased: Now, if the said  
Sarah A. Lizzie, Clinton S. Marx F., Kempton S. B. Mable L. Bailey  
the said Minerva L. Bailey has been appointed Guardian for  
the condition of the above Obligation is such, that whereas  
bond. Minerva L. Bailey and seals, this 5th day of Jan., 1888  
and we hereby waive the benefit of our homestead exemption as this

*Bond of Minerva  
L. Witterman, Gd. &c*

*Copy*

*Clerk's fee 20 cts*

we bind ourselves jointly and severally, firmly by these presents,  
which payment, well and truly to be made to the said Commonwealth,  
to the Commonwealth of Virginia in the sum of \$1500.00 dollars; to  
Shanks & C. F. Flannery, of Lee County, are held and firmly bound un-

Know all men by these presents, that we, Minerva L. Bailey, J. F.



This Contract Made and entered  
into on this 8<sup>th</sup> day of February 1892.  
by and between J. B. & R. A. Drinley  
of the first part, and Mrs Mavervia  
L. Bailey of the Second part all of  
Lee County Va. Witnesseth: That  
the parties of the first part have  
this day Contracted with the party of  
the Second part to build her a house  
on her land known as the old David  
Martin Farm, of the following dimensions  
to wit: The house is to be 36 x 16  
feet with a two story Portico 6 x 9 feet.  
The house is to contain 4 rooms and  
a hall, each room <sup>below</sup> is to ~~have~~ be  
14 x 16 with an 8 foot hall, and  
the two rooms above are to be  
of about equal size but no hall,  
each room is to have two windows,  
that is 8 windows in the house, the  
dimensions of which glass is to be  
four lights 12 x 28. There is to be  
6 doors. one to each room and one  
each to the upper and lower porticos.  
The doors are to be good panel  
doors with a good lock on each  
door. The rooms are all to be sealed  
with good dressed sealing, and the  
hall is to be sealed also, ~~and the~~



The two upper rooms are to be Cealed  
The Partition is to be Cealed on both  
sides, a good pair of straight stairs  
are to go from the hall up to the  
second story - and good balustrades are  
to be put to the stairs with a good  
railing to the same. The house is  
to be weather boarded with good lumber  
dressed. The floors are to be laid with  
good 1 inch Plank dressed and well  
jointed. The house is to be covered  
with good Chestnut shingles well  
put on. The house is to be two  
story high, and the lower story is  
to be  $8\frac{1}{2}$  feet in the clear, and the  
upper story is to be  $7\frac{1}{2}$  feet in the  
clear. The parties of the first part  
furnish all the material and do  
the work in a good workman-like  
manner, but they do no pointing  
nor furnish any material for same.  
nor mason-work. The Sills are  
to be of Oak  $6 \times 8$  - and the parties of  
the first part make and furnish two  
good mantles, and put up the same.  
And the party of the second part  
agrees to pay the parties of the first  
part the sum of five hundred and  
twenty dollars (\$520.00) for the job



as above stated and specified, to be  
paid as follows. Two hundred dollars  
along as the parties of the first part  
need it as the work progresses, and  
the balance when the work is finished,  
according this Contract.

Witness the following signatures and  
seals this 8<sup>th</sup> day of February 1892.

Witness

H. C. Forslyn.

J. B. Quinley Seal

K. A. Quinley Seal

Minerva L. Bailey Seal



J. B. & R. A. Laimley  
with } Contract  
Mr. L. Bailey

Contract



Accounts

1, 2, 3, 4 & 5;



1.

Commissioner's Report.



(1)  
Lizzie Bailey in AET with  
M. S. Weatherman Guardian

To three months board while Dr  
Teaching at Martin's School  
house in the year 1896 \$12.00

To six months board while  
Teaching at Canby road  
in the years 1897 and 1898 \$24.00

\$36.00



Account = 1"

---



(2)

C. S. Bailey in Feb with  
M. S. Weatherman Guardian

To four months board while going to school in 1896	Dr \$16.00
--	---------------

To five months board while going to school in 1897	\$20.00
	<hr/> 36.00



Account 2,



3)

Mary F. Bailey in Act. with  
M. L. Weatherman guardian  
from 1896 to May 1 1900

To four months board	Dr
while going to school in	
1896	\$16.00

To <del>four</del> <sup>rise</sup> months board	
going to school in 1897	\$24.00

To five and one half months	
beginning Oct. 1898 ending	
ending March 1899	\$22.00

To four months in fall of	\$16.00
1899.	

To one pair shoes	\$1.00
-------------------	--------

" five yds domestic	30
---------------------	----

" " " dress goods	2.25
-------------------	------

" 8 yds calico and 1 pair shoes	1.55
---------------------------------	------

" 8 " Lawn and 5 yds lace	70
	\$3.80



2

	\$3.80
To 5 yds bleech	25-
" " " hamberg	45-
" 1 hat \$1.00, 1 pair shoes <sup>\$1.15</sup>	2.15
" 9 yds calico	54
" 1 pair shoes	1.15-
" 5 dress goods	2.25-
" 5 " " "	50
" 9 yds, calico and 2 yds <sup>cotton</sup>	74
" 1 cape	3.60
" 9 yds Percale	54
" 1 pair shoes	1.00
" Books	1.50
" Gingham	25-
" 3 yds satin	30
" 9 " calico	54
" 5 yds dress goods at 22½	1.12½
for 3 " calico	19
" 1 pair shoes	1.25-
	\$12.15



Account 3.

11.24



(4)

Hempton S. Bailey in A.C.  
with M. L. Weatherman guardian  
from July 1st, 1877 to Jan.  
1900.

1/2 1 pair shoes	Dr
" 1 suit	\$ 1.00
" shirts	2.00
" jeans 2 yds	30
" two pair shoes	40
" one hat	2.00
" one suit	40
" books	3.00
	2.00
	<hr/> \$11.10

11.10  
72.00  

---

\$83.10



Kimpton S. Bailey in  
Act, with M. S. Weatherman  
Guardian

To four months board while going to school in 1896 De  
1897

To six months board while going to school beginning  
Aug 1897 ending March 23<sup>rd</sup>  
1898 B 24.

To four months board while  
going to school at Jonesville  
and Harwingal in 1898  
and 1899 B 16

To four months board while  
going <sup>to school</sup> at Jonesville in fall of  
1899 B 16

\$ 7 200



Account 4.



(5)

Mattie L. Bailey in Act  
with M. L. Weatherman  
Guardian

To four month board  
while going to school in  
1896

\$16.

To six months board begin-  
-ing Aug. 1897 ending Mar.  
23rd 1898 while going to school. \$24.

To ~~four~~ five months board while  
going to <sup>school</sup> at Marwingsal in  
1898 and 1899

\$20.

To five months board while  
going to school at Marwingsal  
in 1899

\$20.

\$80

\$80.00  
9.70  
\$89.70



Mattie S. Bailey in Act with  
 M. S. Weatherman guardian from  
 Aug. 1897 to April 1900 Dr

To four yds dress good	\$ 1.50
" one pair shoes	1.00
" five yds Calico	30
" 1 hat	30
" 3 yds cottonade	19
" 4 " lawn	32
" 1 pair shoes	1.00
" 5 yds calico	30
" dress goods 5 yds	50
" 6 yds calico	30
" 1 pair shoes	1.00
" Books	1.50
" dress 2 yds	50
" 1 pair shoes	1.00

\$ 9.70



Account 5.



IF NOT DELIVERED IN TEN DAYS, RETURN TO

A. B. MUNSEY,

Clerk Circuit Court Lee County,  
JONESVILLE, VA.

"Accounts 1, 2, 3, 4, & 5."



Mr. L W Bailey Est Jonesville District. No. 3.  
 To E. S. FLANARY, Treasurer Lee County, Virginia, Dr.

No. P	No. L	1890	State Tax 30	St'e sch'l tax	Co. Levy 25	Road Tax 30	Co. sch'l tax	Dis Schl tax	TOTAL AMT.
<u>2</u>	<u>26</u>	Val.	cts. on \$100	10 cts on \$100	cts. on \$100	cts. on \$100	10 cts on \$100	10 cts on \$100	OF TAXES.
Head Tax			\$1.00		50				<del>\$1.50</del>
Per. Prop.									
No. 1 Traets									
117 Acres	410		128	41	108	128	41	41	472
Lots									
TOTAL									472
5 per cent pen'ty									24
									496

Received Payment

D. Treasurer.



Mc J W S. Bailey Est, Jonesville District. No. 3.  
To W. E. WYNN, Treasurer Lee County, Virginia, Dr.

No. P,	No. L	1893	State Tax 30	St'e sch'l tax	Co. Levy 25	Road Tax 30	Co. sch'l tax	Dis Sch'l tax	TOTAL AMT.
			cts. on \$100	10 cts on \$100	cts. on \$100	cts. on \$100	10 cts on \$100	10 cts on \$100	OF TAXES.
Lead Tax		Val.	\$1 00		50				\$1 50
er. Prop.									
No. 1	Tracts								
117	Acres	410	123	41	103	123	41	41	772
Lots									472
TOTAL									24
5 per cent penalty									496

Received Payment

*J B Handley*

Treasurer.



*ceding*

Mr. *J. M. Bailey* *est* Jonesville District, No. 3  
To W. E. WYNN, Treasurer Lee County, Virginia, Dr.

No. P.	No. L.	1897	State Tax 30 cts. on \$100	St'e sch'l tax 10 cts on \$100	Co. Levy 30 cts. on \$100	Road Tax 20 cts. on \$100	Co. sch'l tax 10 cts on \$100	Dis Schl tax 10 cts on \$100	TOTAL AMT OF TAXES.
		Val.							
Head Tax			\$1 00		<i>50</i>				<i>\$1 50</i>
Per. Prop.									
No. / Tracts									
<i>117</i> Acres	<i>410</i>	<i>128</i>		<i>41</i>	<i>128</i>	<i>62</i>	<i>41</i>	<i>41</i>	<i>451</i>
Lots									
TOTAL									<i>4 67</i>
5 per cent pen'ty									<i>23</i>
									<i>4 74</i>

Received Payment

*J. P. Handley*

Treasurer.



A. B. MUNSEY,  
~~Clerk Circuit Court Lee County,~~  
JONESVILLE, VA.

"Tax Tickets"

For 1897-8 + 9.



Commissioner's Office,

June 6<sup>th</sup> 1896  
Lee County:

To the County Court of

Your Commissioner reports to the Court, that on the 6<sup>th</sup> day of June 1896, Minerva L. Weatherman Guardian for the minor heirs of W. H. S. Bailey and

exhibited before your Commissioner a statement of all the money which she, the said Minerva L. Weatherman, had received or become chargeable with or disbursed within the time of her Guardianship down to October 24<sup>th</sup> 1895,

together with the vouchers of such disbursements; that the Commissioner embraced the said Guardian in the list of fiduciaries, whose accounts were before him for

settlement, which was posted at the front door of the court-house of said county, on the first day

May Court last, and on the date of this report (ten days having since elapsed) has made up and completed the foregoing account of the said Minerva L.

Weatherman Guardian as aforesaid

, and on the 24<sup>th</sup> day of October 1895 finds a balance of \$ 345.96 due her said Wards

of which sum \$ is interest. The account is supported by satisfactory vouchers, and is herewith returned.

Your Commissioner further reports to the Court that the bond given by the said Minerva L. Weatherman is in a sufficient penalty and with sufficient sureties,

and is such as the law requires. Said Guardian has used the fund in her hands in assisting to erect a comfortable house on the lands owned by said Bailey.

Given under my hand, as Commissioner of Accounts of the said Court, on the day and year first aforesaid.

J. A. S. Dyatt  
Commissioner



Minerva L. Weatherman  
Guardian for the minor  
Heirs of B. W. S. Bailey  
Settlement of her  
Account.

with { her  
ACCOUNT.

J. A. S. Hyatt

CB 399

Filed the 8th day of June  
1896



To her said Wards

Oct 24

To this sum shown to have been

received by her as Guardian Octo 24/892 \$4 90. 89

To this sum interest thereon to Oct. 24, 1893 28, 85-

11 11 11 Reverts for the Year 1893. 100

" " " Total debits to Oct. 24<sup>th</sup> 1893. \$539.74

1	By this sum paid taxes for 1892	\$ 2.10
---	---------------------------------	---------

2	"	"	"	"	for them all	51. 21
---	---	---	---	---	--------------	--------

3	"	"	"	"	"	tutów	20	00
---	---	---	---	---	---	-------	----	----

4	"	"	"	"	Clerk's fee	3 60-
---	---	---	---	---	-------------	-------

5	"	"	"	"	A.C. Joslyn Reuts	23	35
---	---	---	---	---	-------------------	----	----

6	"	"	"	"	J. L. Gibson & Co	16	75-
---	---	---	---	---	-------------------	----	-----

7	"	"	"	"	for Agnis.	32.09
---	---	---	---	---	------------	-------

8	"	"	"	"	"	Lizzie -	11. 40
---	---	---	---	---	---	----------	--------

9	"	"	"	"	"	Lucretia	1.65
---	---	---	---	---	---	----------	------

10	"	"	"	"	"	Clinton	4.75
----	---	---	---	---	---	---------	------

11	"	"	"	"	"	Keimpton	3. 65
----	---	---	---	---	---	----------	-------

12	"	"	"	"	"	Famille	4	10
----	---	---	---	---	---	---------	---	----

By 10% Corn, on \$174.70 disbursed 17 47

By this sum in Guardians hands \$347 57 ~~\$539~~ 74

1894

Oct. 24

To this sum unaccounted for last year

11	11	11	Int. thereon to Oct 24 1894	20.85
----	----	----	-----------------------------	-------

11	11	11	Reinto Jan 1894	20 00
----	----	----	-----------------	-------

11	11	11	Total debits forward	\$ 388.42
----	----	----	----------------------	-----------



1894

Octo. 24	To this sum debts brought over		\$388.42
13	By " " paid 7/8 taxes for 1893	3 20	
14	" " " " for Clinton	3 00	
15	" " " " " Lucretia	2 70	
16	" " " " " Lizzie	13 05	
17	" " " " " Frank	2 80	
	By 10% Com. on \$24.75 disbursed	2 47	
	By this sum in Guardians hands to square	\$361.20	\$388.42

1895

Octo. 24	To this sum unaccounted for last year		\$361.20
" "	" " Interest thereon to Octo. 24/1895.	21.67	
" "	" " Rents for year 1895	20.00	
" "	" " Total Est. Octo. 24/1896	\$402.87	
18	By this sum paid taxes for 1894	\$3.84	
19	" " " " " for Lizzie	14.43	
20	" " " " " Lucretia	7.69	
21	" " " " " Clinton	9.80	
22	" " " " " Fannie	5.75	
23	" " " " " Frank	4.41	
24	By this sum <sup>to be</sup> paid for settlement	3.82	
" "	" " "to be" " recording	2.00	
" "	" 10% Com. on \$51.74 disbursed	5.17	
" "	" this sum in hands to square	\$345.96	\$402.87

1895

Octo. 24	To this sum in Guardians hands to square as of Octo. 24/1895.		\$345.96
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Statement

Octo 24<sup>th</sup> 1895



1894

Mrs. Messer Heathman

in ac J O Giverson &amp; Co

4.75

20

1.85

6.80

Jan. 6	To 1 suit clothes	4.75	4.75	
"	" By cash 180 order 60	1.90		
Apr. 2	To 1 pr shoes 1.25 coffee 25 - soda 10	1.60		
"	" white goods hamper &	1.03	1.03	105
" 3	To paper 03 sugar 20 lbs 03	30		
" 16	To comb 13 3 yds domest 18	33		
" "	To calico 10 thread 10 lake cotton 13	33		
" 17	" grass cloth 13 lbs 03 rope 13	33		
" "	1 pr flour 24	24		
May 9	" 1 pr mits 20 oil 35 2 Hops 20	73		75
" 12	" 8 yds Swiss @ 20 = 1.60 4 yds lace @ 3.60	2.20	1.60	
" "	" 1 yd cotton 03 oil 09 Leaching 03	19		
June 9	To 25 lbs Lard @ 8	2.08		
" 16	" coffee 25 - sugar 25	50		
July 7	" coffee 25 matches 03 plates 50	80		
" "	2 set teas 25	25		
" 24	To saddle leather 25	25		
" 31	9 yds white goods @ 10 = 90	90		
" "	9 yds gingham @ 7 1/2 = thread 10	78		78
" "	1 pr shoes 1.13 ladies hat 1.00	2.13	2.15	
Aug 3	To 1 sack salt 1.00	1.10		
" 11	" 2 spellers 34 2 slates 10	44		
" 20	" coffee 30 soda 03 oxa hall 13 - h	70		
" 29	By cash	2.05		
Sept 13	To coffee 25 soda 03	35		
" 27	1 pr shoes 1.13 3 yds goods 60 thread 03	1.80	1.80	
Oct 3	coffee 25 1st reader 17	42	81.8	
" 5	11 lbs Lard	1.10	22.5	
" 13	To Litcher knives 25 Farlow's Soap 10	30	4.45	



" 13	To 12 yds cashmere 1.80	dining 30	Gingham 30	2 23 -	2.25 -
" "	off 23	23	corsets 1.00	shoes 83 -	1.00
" "	shoes 63		Lease 63 -		
" 18	1 pair shoes 1.75	ink & paper 10	Claid 83		
" 19	To 2 lbs of saddle leather for Dennis		32		
" 20	" 8 yds gum @ 15	120	stays 10	corsets 5	thud 03 1 30
" 23	1 pr under shirts		90 +		
" 29	1 pr under shirts		40 +		
Nov 3	1 lantern 50		50 +		
" 27	To 1 pr ships 1.00	cartridges 23 -	1.23 +		
" 30	To 2 lb in oil		17 +		
Dec 13	" 10 yds calico 63	off 50	thud 30	any and 1 38	
			893	393.3 -	

Nov 2 1893

1894



1893, Mrs Messer Weatherman  
in apt J. C. Gibson & Co

Jan 26	To Order Robert Curinley	5.00 +	
Feb 14	" 1 Pr Shaver (Aguis)	2.25 -	
" "	4 1/2 yds calico @ 5-	23	
" "	1 yds silk .75 Aguis	75 -	3.23
" 17	8 yds dress goods @ 20 Lizzie	1 60	1.60
" "	3 1/2 yds flannel @ 27 1/2 Aguis	95 -	95 -
" "	1/2 rigging	.06	
" "	3 yds calico	23	
" "	Hair pins	10	
" "	1 corset	1.00	1.05
" "	1 1/2 Dg. Buttons @ 25 -	38	
" "	2 Spunk Twist	10	
" 18	" 1 1/2 yds ribbon @ 25 -	38	
" "	1 feather agrette	25 -	1.11
" "	Humming of hat Lizzie	25 -	
" "	swah silk	35 -	.60
" 20	3/4 yds ribbon @ 20	15 1/2	15.25 -
" 28	sugar 25 yds ribbon 30 taking powder 10	65 -	.80
Mch 18	1 set knives & forks	1.00 +	66.09
Apr 1	" 2 Lb coffee	30 +	
May 4	" " "	30 +	
" 6	" Flour 60 1/2 set Teas 15 -	75 +	
June 3	" Flannel 60 cotton duck 60	1.20 +	
" "	" Down 36 Thread 05 -	61 +	
" "	sugar 25 soda water 25 -	50 +	
" 19	" 1 yds flannel 30 Thread 10	40	
" 30	1 order Jm Good	1.10 +	
July 10	To oil 10 matches 05 - pins 05 -	20	
" "	salt 25 cotton 10	35 -	

744  
734  
1678

7.41



" 17 "	Thread 10 soda .05 by the x snead 1.00	1.157
" "	30 lbs meat @ 15 - 1.50	4.50 -
" 19	2 lbs coffee	.50
" 22 "	flour 63 ginger .05 sugar 23 -	93 -
" 26	To 1 order Mrs Bryan 1.00 27, order T Good 30	1.50
" 29	To sugar 23 coffee 50 (R Kemp)	73 -
Aug 4	To amt Andy 50 18 29 Laura 14 33	.48 5+
" 23 - "	1/2 shes <sup>size</sup> 30 20 1/2 shes <sup>size</sup> 1.73 18 1/2 <sup>order</sup> 1.63	4.90 2.50
Sep 6	1 hat 50 gloves 13 coffee 23 sugar 15 <sup>size</sup>	1.05 -
" 16	soda .05	.05 -
" "	By eggs	23
" "	To coffee 23 salt 10 <sup>26 120</sup> coffee 50 sugar 23 -	1.10
" "	oil 10 23 1/2 To flour front 40	.30
Oct 28	To jeans 73 Amsted 120	1.93
	By check 16.	1.20
Dec 2	To coffee 23 fine flour .05	.30
" 6	To 1 sack salt 1.33 -	1.33 -
	\$10.23	\$52.44

$$\begin{array}{r}
 120 \\
 400 \\
 325 \\
 \hline
 725
 \end{array}$$



Mr. Geo. W. S. Bailey's Est JONESVILLE DISTRICT.

No. 2

To J. A. G. HYATT, Treasurer of Lee County, Virginia, Dr.

No. P /	No. L	State Tax 30 cts. on \$100.	Sta'eschl tax 10 cts on \$:00	Co. Levy 40 cts. on \$100	Road Tax 20 cts. on \$100	Co, Sch'l tax 10 cts. on \$100	Dis. Sch'l tax 10 cts. on \$100	TOTAL AMT. OF TAXES,
	<u>125-61894.</u>							
Head Tax	Val.	\$1 00/		50				\$1 50
Per. Prop. No. <u>2</u> Tracts								
<u>117</u> Acres	453	136	46	182	92	46	46	5 48
Lots								
TOTAL								5 48
5 per cent pen'ty								28
								5 76

Received Payment

June 12 89 J. A. G. Hyatt Treasurer.



(118)  
 Credit, May 4<sup>th</sup> 1895-  
 Cash by Eliot Bailey \$5.00

5.76  
 // 3 - 1.92 off  
 // 3.84

30.  
 10  
 40  
 20  
 10  
 0

120

5.97  
 40

6.37

4.92

400  
 12

100 120

20  
 10 1/2 12



# 23. <sup>25</sup>

On the first day of June 1892.  
I promise and bind myself to pay  
to Henry C. Goshorn the just and  
full sum of twenty-three dollars  
and thirty five Cents for value  
received. and I hereby waive  
the benefits of my homestead and  
all exemptions as to this debt.  
Witness my hand and seal this  
first day of April 1892.  
a 11<sup>th</sup> 25<sup>th</sup>  
# 23. <sup>25</sup>



M. L. Baile

203 Note #23.25

H. C. Joslyn

Due June 1<sup>st</sup> 1892.



1892. Mrs G W S Bailey  
in acc with J G & Co

Jan 1	To White Sugar	25-
" 4	" Lead Pencils	05-
" 5	" Flour 85 Jan 6 order beaver 25	1.10
" 8	" 1 lb. coffee 25 envelopes 10	35-
" 14	" sole leather 30 order Barrer 60	2.10
" 18	" 1 corset Lizzie 80 1 lb. R B coffee 25	55-
" "	" 10 lbs. of brown sugar 50	50
" 20	" 1 order Sun Flour 35-	35-
" "	" 1 order team 30 1 gal oil 20	70
" 21	" 1 order beaver 1.00	1.00
" 23	" 1 order Marcel Miles 1.23	1.23
" 26	" 4 yds jeans @ 37 1/2 = 150 Thread 10	1.60
" "	" 4 yds gingham @ 90 = 36	36
" "	" 1 lb. A B coffee 25	25-
" 28	" 1 order black boy 41	41
" "	" 1 box pills 20	20
" 30	" 1 bottle sarsaparilla 1.00	1.00
Feb. 4	" pepper 05 1 lb. D B coffee 25	30
" 4	" 1 lb. candy 10	10
" 4	" By Eggs 10	10
" 16	To Order beaver	12.00+
" 24	" order D. G Flour =	3.50+
" 27	To aunt Jeff. Miles & B. order	25.-
March 1	To 1 lb. R B coffee	25-
" 2	" sole leather	52
" 3	" 1 flour print	50
" 7	To order Bishop Quincy	5.00+
" 14	" 4 1/2 yds calico @ 7 1/2	34
" "	" 1 spool Thread 05 - wigg 12	17



" 24	To candy 15--	.05-
Apr 1	To 1 order Mounta Flour	1.00
" "	To tal on gringham Mch 23 '92	10
" "	sugar " " "	25-
" 1	To 1 order Als Litter	5.00+
" 4	" " Bishop Quinley	5.00+
" 7	" 1 order Robert & Bishop Quinley	30.00+
" 8	To 1 order Cornan Flour	25+
" 15	To 1 lb. tobacco 25 nails 12	37
" "	To " coffee 50	50
" 16	To 1 lb. clover seed	8.00
" "	To 1/2 lb. clover seed @ 8.00	4.00
" "	To 1/8 lb. turboty @ 235 = 293 =	30
" 29	To 1 order Robert Quinley	15.00+
May 4	To 1 yd. mending 10 matches 05	15-
" "	" 2 yds. baby ribbon 05	05-
" "	" 1 breadth of flours 15-	15-
" 3	To 1 order Bishop Quinley	3.00+
" 9	To 1 order Lear 4.00	4.00+
" 10	To sugar order	25-
" "	To 1 spool Thread 05	05-
" 12	To 1 order Bishop Quinley	5.00+
" 17	To 1 order	50
" 18	To nails 25. straw hat 25.	50
" "	" 1 1/2 yds. calico @ 7 1/2	11
" "	1 spool Thread 05	05-
" "	1 sack dr	20
" 21	By sack ret 20	
" 26	To 1 blk 45 set dove huts 10	55-
" "	sugar 25 sulphur 05	30
June 3	To 1 grand 15. cologne 25.	40
" 10	sugar 50	50



" 15-	To 10z indigo 10	10
" "	1 hat \$1.65 - 1/2 set teas 25 -	1.90
" "	" 1 set glasses 38 - parasol \$1.25	1.63
" "	" sack flour 75 -	75 -
" 15-	1 order Quinley 2.00 =	2.00 +
" 22	1 box pills 20 1/2 spool thread .05	25 -
" "	1 paper pins .05 don lick 45 -	50
" "	turpentine .05	05 -
" 23 -	order Robert Quinley 8.00	8.00 +
" 28	1 hat & veil 2.15 1/2 spools .15	2.30 +
" "	sugar 25 rails .05 horse shoe 17 =	47
July 1	To 30 lbs flour 90	90
" 6	1 spool thread .05 sugar 25 -	30
" "	1 pair ladies hose 20	20
" 7	To 1 order Bick Flour 3.00	3.00
" "	soda .05	05 -
" 16	flour 75	75 -
" 20	sugar 50. 8 yds calico .60	1.10
Aug 1	" 8 gal cake paint @ .125 =	10.00 +
" 2	" coffee 50 soda .05 2 lbs rails 3 1/4 .08	63
" "	1 spool thread .05 1/2 yds calico @ 7 1/4 .04	19
" 3	1 yds calico .08	08
" 9	2 prs ladies shoes @ \$1.50	3.00
" "	15 lbs flour sugar 75 2 lbs soda 10	85 -
" "	1 gal linseed oil 65 7 yds calico @ 7 1/4 .03	1.18
" "	10 yds calico 75 15 spool thread .05	80
" "	Roll can .50	50
" 13 -	2 gal paint 2.50	2.50
" "	order pants 25 -	25 -
" 15 -	order Bishop Quinley 3.00	3.00 +
" 16	7 1/2 yds Leach @ .09 = 68	68
" "	2 1/2 yds Leach @ 12 1/2 = 32	32



" "	2 yds lace @ $3\frac{1}{2}$ =	07	spool Thread 10	17
" "	1/2 yds Hamburg @ $16\frac{2}{3}$ =	50		50
" "	1/2 yds lace @ $330$ =	33		33
" "	4 lb paint @ $2\frac{1}{2}$ =	10	br	10
" "	By cash	\$15.00	\$15.00	
" 20	To 1 pr ladies hose 20	wha sugar 50		70
" "	1 box Lacking 10	3 cakes soap 10		20
" "	2 oz Bay Rum 10	1/2 oz vanilla 10		20
" 20	To 2 glass dishes @ $11\frac{1}{2}$	1/2 glass dish 10		23-
" "	1 cake stand 33-	br		33-
" 23	1 can paint ret		\$123	
" "	1 pair of ladies shoes	50		1.50
" 26	1 order Learer	2.90		2.90
Sept 1	2 1/2 yds calico 19	coffee 25	soda 50	49
" "	1 spool Thread	103		03-
" 10	coffee 20	pepper 10	1/2 gal oil 10	40
" 12	1 pair corsets	1.50		1.50
" 17	1 lb. R B coffee 25	sugar 25		50
" 21	To Leather 20	Thread 13		23-
" 23	1 1/2 yds jeans @ $37\frac{1}{2}$			56
" "	" 1 " Trenching			13
" "	" 6 1/2 " gingham @ 09			59
" "	" 1 spool silk Thread			10
" "	" 3 1/2 yds lining			42
" "	" 8 " dress goods @ 25-			2.00
" "	1 1/2 doz Linties			37
" 30	To coffee			50
" "	1 Lamp			40
" "	" coffers			03-
" "	skirt binding			03-
" "	calico			44
" "	soda & rigging			10



Oct 10 " oil 20 salty, 05 25 -  
" 23 - To 1 pair gloves 10 tablet 10 20  
Nov 17 " " " 25 -

Dec. 9 To Sal on coffee 18

Nov 3. Bag, amt to food from M D Weather<sup>ans</sup> of \$4000

" " Do " " " " " " 3.45

\$ 56.25 \$ 30.21



Mrs G W S Bailey  
1892.

No 2.



Mervin L. Bailey Adm<sup>r</sup> of D. S. Bailey Sr.  
To J. R. Gibson, Clk. Sup. Ct. Court

"ent order bond &c \$1.00

"stay on bond 20

By cash received \$2.00

To record deed D. S. Bailey from E. W. Pennington 1205 50 75

Jan 5 "ent order, bond &c as guard for your children 1.00

"filing apprais bill 15, record 20 35

" " Sale " 15, " 20 35

\$5.65

2.00

\$3.65

J. R. Gibson Clk.



14  
Minerva  
Bailey  
\$3.65 Adm<sup>ty</sup>



Feb 1 1893 For Agnes

10 yds dress goods	\$ 5.00
9 " " "	2.25
3 " Blannel	1.60
Dress trimmings	3.00
1 corset	1.25
15 yds domestic	1.50
10 " blue	1.50
2 pair shoes	4.50
1 hat	2.90

Just before she was married \$ 23.50

To Mrs Jamison 2.50

\$ 26.00

Paid at Geksons 6.09

\$ 32.09



(7)



1895-

Paid for Loretta's

To Proops store 4.34

" Weatherman tuition 1.50

" Gibson's store 1.85

---

\$7.69



20



1382

Received of M. L. Weatherman  
Guardian for the minor heirs  
of G. W. S. Bailey deed, Three & <sup>82</sup>/<sub>100</sub>  
Dollars for settlement June. 6<sup>th</sup> 1896,  
as of Octo 24 1895 J. A. G. Hyatt



(214)



For Lizzie

Nov 6, 98	1 pair shoes	\$ 1.50
	10 yds Calico	65
	8 " "	\$2.65
		50



(8)



1892 To Prof Davidson

Book for Lizzie \$1.50

Gileson &c

9.90

\$11.40



Paid for Lizzie

\$7.25-  
2.65-  
\$9.90

9.90  
1.50

" " Clinton

1.50

" " Loretta

1.65-



(8)

(9)

(10)

---



1893

Paid Minerva Jamison  
for making dresses for  
Agnes

42.50



Jan 94 6 ~~1 yds~~ flannel 2.50

1 pair shoes 1.15

May 94 9 yds white goods 1.95

8 " cashmere 2.80

1 hat 1.50

1 book 1.50

" " 65

1 pair shoes ~~\$13.05~~ 1.00

May 95 Tuition ~~\$15.00~~ 2.00

1 hat 1.00

3 yds flannel 1.00

\$4.00



(16)



1898

blint 1 fair boots \$ 1.40

1 " pants 85

5 yds shirting 50

5 " Drilling \$ 3.25 50

May 7. 94 1 fair shoes 1.00

1 " pants 85

5 yds shirting 40

1 hat 50

3 fair shoes \$ 3.00 25

Mar 30. 96 1 suit cloths 3.00

\$ 11.25



(14)



1895

Paid for lint  
To Brooks store  
" Gibson "

3.00

6.80

9.80

9.80



21



Nov 93 For Fannie

1 pair shoes	\$ 1.15
10 yds domestic	1.00
7 " calico	45

Apr 5, 95 1 pair shoes ~~\$ 4.10~~ 1.50

8 yds calico	35
9 " dress goods	90
4 " cashmere	85
6 " calico	30

~~\$ 2.40~~

90  
1 15  
1 30  
\$ 5.75

24.75  
2.49  
22.22

38.42  
27.22  
11.20

361.20  
21.67  
20



22.



1895 Lizzie in acct with her Guardian  
 Minerva L Weatherman D<sup>n</sup>  
 To this sum paid tuition. \$2.00  
 " " " " for her Books &c 2.00  
 " " " " " " at Gibson's 10.43  
 \$14.43



19



1893 The heirs generally of G. W. S. Bailey  
Octo, 24 To their Guardian Minerva L. Weatherman Dr,  
For supplies purchased at Gibson \$16.75

✓ Paid to them for Agnis \$6.09



6

7



MR. *Bailey G. W. S's (Est)*

District No. *2*

189*L*

TO

J. P. GRAHAM, TREASURER OF LEE COUNTY, VA.

DR.

<i>2</i> TRACTS.	State Tax 30 cents on the \$100.		State School Tax, 10 cents on the \$100.		Co. School Tax, 10 cents on the \$100.		Dist. School Tax, 10 cents on the \$100.		Road Tax, 15 cents on the \$100.		County Levy <i>24</i> cents on the \$100.		TOTAL AMOUNT OF TAXES.	
To <i>117</i> acres land, val. <i>\$292.50</i>		<i>89</i>		<i>30</i>		<i>30</i>		<i>30</i>		<i>44</i>		<i>73</i>	<i>2</i>	<i>96</i>
Property, income, etc.														
Capitation Tax, . . .														
County School Tax, . .														
District School Tax, . .														
State School Tax, . . .														
Total, . . .														

*2.96*

Received Payment in full,

*W. H. Kelly*

Treasurer.



(1)

THE NEW YORK PUBLIC LIBRARY  
ASTOR LENOX TILDEN FOUNDATION  
500 5TH AVENUE NEW YORK 17 N.Y.

Acquired



\$20.00

Rec'd of Mrs. M. L. Bailey, Guardian  
of Children of G. W. S. Bailey & M. L. Bailey,  
(\$20.00) Twenty Dollars; a part of tuition  
fees for said Children in Jonesville  
High School in the year '91 & '92.  
June 8, '92, W. M. Davidson.



all 6 of these <sup>3</sup> heirs  
attended this school

Receipt  
for  
Section



1895

Paid for Kemp  
At Gibson's  
" Roops

\$ 2.56  
1.85  

---

\$ 4.41



(23)



1892

Oct. 24<sup>th</sup>

The heirs of G. W. S. Bailey decd.  
To their Guardian Minerva L. Weatherman Dr.  
For this sum paid J. O. Gibson & Co,  
for supplies while living at Jewsville  
and sending to school. \$50.21  
To amount paid J. R. Yarn 1.00

\$51.21

Sworn to before me by Minerva  
L. Weatherman June 6 1896.

J. A. Syatt

Cour. recd.



(2)



MR. *Bailey George W S's (est 17)*  
1893. TO

District No. *2*

J. P. GRAHAM, TREASURER OF LEE COUNTY, VA. DR.

<i>2</i> TRACTS.		State Tax 30 cents on the \$100.	State School Tax, 10 cents. on the \$100.	Co. School Tax, 10 cents. on the \$100.	Dist. School Tax, 10 cents. on the \$100.	Road Tax, 15 cents on the \$100.	County Levy 25 cents on the \$100.	TOTAL AMOUNT OF TAXES.
To <i>17</i> acres land, val. <i>453</i>	<i>1</i>	<i>36</i>	<i>46</i>	<i>46</i>	<i>46</i>	<i>68</i>	<i>114</i>	<i>456</i>
Property, income, etc.								
Capitation Tax, . . .				<i>389</i>		<i>800</i>		
County School Tax, .				<i>480</i>		<i>389</i>		
District School Tax, .				<i>489</i>		<i>411</i>		
State School Tax, . .				<i>389</i>				
Total, . . .				<i>480</i>				<i>456</i>

Received Payment in full,

*J. P. Graham*

Treasurer.



lev. By cash \$4.45

$$\begin{array}{r} 4.80 \\ 4.11 \\ \hline .69 \end{array}$$

4.80  
1.00  
5.80  
1.31



G. W. Bailey's Est  
To M. S. Bailey Admstr  
Dr

1891

Nov. 12

To clothing bought of  
J. C. Gibson

820.00

Dec 28.

To books and clothing  
bought of C. A. Russell

14.29

all

To J. R. Geary

✓ 1.00

Agnes <sup>1891</sup>

To Minerva Jamison

2.50

Lizzie <sup>1892</sup>

To Prof Wm Davidson

1.50

9909



Memo.





Nov. 93 For Kemp

6 yds Jeans \$ 2.00

5 " shirting 40

14 " domestic 25

1 pair shoes \$4.65 1.00

Mar. 94.7 yds Janes 2 80



(17)



For Loucretia Nov 16, 94

5 yds flannel

\$1.50

1 pair shoes

.75

✓ 5 yds Domestic

45

May

\$2.70

95

Tuition

2.00

3 yds calico

15

6 " domestic

48

8 " cottonade

56

1 pair shoes

1.15

\$4.34



(5)



1897	To rents for year 1897		20 00
Octo 24	By overpayment last year	113.16	
	" Int thereon one year	6 78	
	" Taxes for year 1897 ( $\frac{2}{3}$ )	31 4	
	" account vs Lizzie for board	36.00	
	" " " L. S. - " "	36 00	
	" " " Mary F. - " " "	40 00	
	" " " Frank	40 00	
	" " " Mattie L. " "	40 00	
	overpaid to square		\$295.08

1898	To rents for 1898		20 00
Octo 24	By overpayment	295.08	
	" Int one year	17.70	
	" amount paid for Mary F.	22 00	
	" " " " Mattie	20 00	
	" " " " Hampton	16 00	
	" Taxes for 1898 ( $\frac{2}{3}$ )	3.31	
	overpaid to Octo 24 1898		354 09

1899	To rents for 1899		20.00
Octo 24	By this sum overpaid last	354 09	
	" Int one year	21 24	
	" Taxes for 1899	3.25	
	" Boarding Mattie L.	20 00	
	" account against her	10 60	
	" Boarding Mattie F.	16 00	
	" account vs " "	24 19	
	" Boarding Hampton	16 00	
	" account vs same	11 10	
	Overpaid this sum to square		456.39

1899  
Octo 24 By this sum overpaid by Guardian to date \$456.39



1892  
Octo 24

# Statement

To this sum shown by settlement  
before court, due the heirs of  $\$490.89$   
By one half cost building house  $\$375.00$   
Int to Octo 24 " 1893  $\$118.89$   
 $\$6.90$

1893

Octo 24

To rent for year 1893 . . . . .  $20.00$   
" Total charge - Octo 23 " 1893.  $\$142.79$   
By credits given in settlement No 1  $\$174.70$   
" Com on same  $17.47$   
" 5% com, on  $375.00$  paid into house  $17.75$   
overpaid to square  $67.13$

1894

Octo 24

To rents for year 1894  $20.00$   
By this sum overpaid last year  $67.13$   
" Int one year  $4.02$   
By Taxes for 1893 ( $\frac{2}{3}$ )  $3.20$   
" disbursement to heirs  $21.55$   
" Com. thereon  $2.47$   
overpaid to square  $78.37$

1895

Octo 24

To rents for 1895  $20.00$   
By overpayment last year  $78.37$   
" this sum disbursed in settl,  $51.74$   
" Com. thereon  $5.17$   
overpaid to square  $115.28$

1896

Octo. 24

To rent for 1896  $20.00$   
By Int 1 year on  $\$78.37$  omitted  $4.69$   
By overpayments  $115.28$   
" Int on  $\$119.99$  overpayments  $7.17$   
" Taxes for 1895 & 6 -  $6.00$   
overpaid to square  $113.16$



Sarah A. Smith et al  
vs 3 statements  
3

Winona L. Beuthman

overpayment  
Oct. 24<sup>th</sup> 1899

\$456.39



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *Manerva L Weatherman*  
*Charles C. Flanary, J. F. Skaggs, Clinton S Bailey*  
*Mary F. Bailey, Kempton S Bailey & Mattie L*  
*Bailey the last four of whom are infants*  
to appear at the Clerk's office of the Circuit Court of the County of Lee, at the rules to be held  
for the said court, on the *3rd* Monday in *October* 189*9*, to answer a  
bill in chancery exhibited against *them* in our said court by *Sarah A*  
*Smith & Lizzie Bailey*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the  
court-house, the *5th* day of *October* 189*9*, and in the 124<sup>th</sup> year of the  
Commonwealth.

*A. B. Munsey Clerk*



Serve on J. F. Skaggs

Oct 9 1899  
Form No. 300 1/2

Sarah A. Smith et al

vs.

SUBPOENA

IN CHANCERY

Manera L. Matheman et als

Pennington Bros p. q.

To 2nd October Rules.

1899. Circuit Court.

Ex. dated October 9th 1899  
by delivering an office  
copy of the within Spa  
in Chy to J. F. Skaggs  
J. P. Ely Dept  
for M. J. Milham S. L. C.



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *Manerva L. Weatherman*  
*Charles E. Flanary J. F. Skaggs, Clinton S. Bailey*  
*Mary F. Bailey, Keriton S. Bailey, & Mattie L. Bailey*  
*the last four of whom are infants*  
to appear at the Clerk's office of the Circuit Court of the County of Lee, at the rules to be held  
for the said court, on the *3rd* Monday in *October* 189*9*, to answer a  
bill in chancery exhibited against *them* in our said court by *Sarah A.*  
*Smith & Lizzie Bailey*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the  
court-house, the *5th* day of *October* 189*9*, and in the 124<sup>th</sup> year of the  
Commonwealth.

*A. B. Munsey Clerk*



Mileham

Form No. 306½

Sarah A. Smith et al

vs. {

SUBPOENA

IN CHANCERY

Mannervia L. Weatherman et al

Pennington Bros p. q.

To 2<sup>nd</sup> October Rules.

1899, Circuit Court.

Executed Oct  
12<sup>th</sup> 1899 by Deliber  
ating a affie copy  
to Mannervia L.  
Weatherman and  
Charles E. Zelman  
W. J. Mileham J.C.



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU THAT YOU SUMMON

*N. Mygal, L. M. Graham*  
*J. B. Quinley, R. A. Quinley H. L. Joslyn*  
and *L. L. Elliott*

~~before me at the office of~~ *at Irvine in Jones* ~~to~~  
to appear before the Judge of our Circuit Court of the County of Lee, at the court-house  
~~thereof~~, on the *7th* day of *May* 19*00* ~~1899~~, to testify and the truth to say  
in behalf of the *Defendant*, in a certain matter of controversy in our said court  
before the said Judge depending and undetermined between

*Sarah A. Smith et al* Plaintiff, and

*Minerva L. Weatherman et al*, Defendants. And this *they*  
shall in no wise omit, under the penalty of £100. And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said court, at the court-house the *4th* day of  
*May* 19*00* ~~1899~~, and in the 12*4th* year of the Commonwealth.

*A. B. Munsey* Commissioner  
in Chancery for Lee Co Va



*Minerva L. Weatherman etals*

*vs*

SUBPOENA

FOR

WITNESS.

*Sarah A. Smith etals*

*Seizure*

Court,

the *7th* day of *May* 1900

*489*

*Executed May the  
5th by summoning  
C. C. Ellett M.  
Gragg J. B. Smith  
to appear at Januette  
the 7th day of May  
1900 to give evidence  
in behalf of the Plaintiff  
W. J. Milham S. C.*



Sarah A. Smith sac

vs { In Chancy

Moneria L. Westmors  
sac